

## MASTER CONVEYANCE

This Master Conveyance (this "Conveyance") is executed effective as of 12:00 a.m., Anchorage Alaska local time, on November 1, 2006 (hereinafter called the "Effective Date"), and is by and between **Forest Oil Corporation**, a New York Corporation ("Assignor"), whose mailing address is 707 Seventeenth Street, Suite 3600, Denver, Colorado 80202, and **Forest Alaska Holding LLC**, a Delaware Limited Liability Company ("Assignee"), whose mailing address is 707 Seventeenth Street, Suite 3600, Denver, Colorado 80202.

### ARTICLE I GRANTING AND HABENDUM CLAUSES

For good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor has GRANTED, ASSIGNED, TRANSFERRED and CONVEYED, and does hereby GRANT, ASSIGN, TRANSFER and CONVEY to Assignee the following properties and interests (collectively, the "Assets"), on the Effective Date, all of the right, title and interest owned by Assignor in and to:

1.1 (i) the oil, gas and mineral leases described on Exhibit A-1 attached hereto and made a part hereof for all purposes (and any extensions, renewals, ratifications or amendments to such interests whether or not such extensions, renewals, ratifications or amendments are described on such Exhibit), including without limitation the overriding royalty interests and reversionary interests described on Exhibit A-1 and all other mineral rights, leasehold estates and other mineral interests and estates in and to such oil, gas and mineral leases and the other assets described on Exhibit A-1 (collectively, the "Properties," or singularly, a "Property");

1.2 all real or immovable property and rights incident to the Properties, including without limitation (i) all rights with respect to the use and occupation of the surface of and the subsurface depths under the Properties; (ii) all rights with respect to any pooled, communitized or unitized acreage by virtue of any Property being a part thereof, including all production from such pool or unit allocated to any such Property; (iii) all easements, rights-of-way, surface leases, servitudes, permits, licenses, franchises and other estates or similar rights and privileges to the extent related to or used in connection with the Properties, including, but not limited to, those set forth on Exhibits A-2, A-3 and A-4 attached hereto and made a part hereof for all purposes (collectively, the "Easements"); and (iv) all wells, platforms and other facilities, including without limitation the wells and platforms identified on Exhibit B-1 attached hereto and made a part hereof for all purposes (the "Platforms and Wells") and the equipment identified on Exhibit B-2 attached hereto and made a part hereof for all purposes (the "Rolling Equipment");

1.3 all oil, gas and other hydrocarbons produced from or attributable to the Properties (the "Hydrocarbons");

1.4 all personal or movable property, fixtures, inventory, rolling equipment, and improvements located on or used in connection with the operation of the Properties and the

Easements, or with the production, treatment, sale, or disposal of the Hydrocarbons and byproducts or waste produced from the Hydrocarbons or attributable thereto, including all wells (whether producing, shut in or abandoned, and whether for production, injection or disposal), wellhead equipment, pumps, pumping units, flowlines, gathering systems, interests in processing plants, platforms, pipelines, piping, tanks, buildings, boat docks, treatment facilities, injection facilities, disposal facilities, compression facilities; spare parts, tools, production units, heaters, separators, dehydrators, tank batteries, abandoned property, all surplus materials, stocks and inventory, including without limitation surplus materials, stock and inventory located at shore base docks and yards, and all other materials, supplies, equipment, facilities and machinery;

1.5 all of Assignor's right, title and interest in and to the service, purchase and sale, marketing, equipment, drilling, gathering, processing, transportation, operating and all other contracts, software licenses and other intellectual property licenses and agreements, and other instruments directly related to or used in connection with the Properties, including without limitation, those listed on Exhibit C attached hereto and made a part hereof for all purposes (collectively, the "*Contracts*"); provided that nothing herein shall be deemed to require the transfer or assumption of any Contracts which by their terms or operation of law cannot be transferred or assumed and, with respect to any computer software and other intellectual property licenses that Assignor currently uses in connection with its other operations, or in connection with its company-wide accounting, tax, financial reporting, risk management, and human resources functions, Assignor shall not be obligated to transfer such software or licenses to the extent such transfer would adversely affect Assignor's ability to continue to use such software for Assignor's any such other purposes;

1.6 all of Assignor's right, title and interest in and to Assignor's receivables, inventory, payables, proceeds, expenses, and other accounts, obligations, benefits, rights, and duties to the extent related to or used in connection with the Properties and Hydrocarbons, but excluding any hedges, swaps, collars or similar financial instruments or agreements; and

1.7 any and all books, records, files, muniments of title, reports, state and MMS compliance information, reports and other filings and submissions, logs, core samples, geological, engineering data and information (including blueprints, maps, annotated logs, cross sections, data room materials and diagrams) and, analysis and similar information; whether or not of a proprietary nature to the extent related to the Properties and to the extent not subject to third party consents or restrictions on transfer (collectively, the "*Records*"); provided, that as to any Records which are subject to such third party consents or transfer restrictions, Assignor agrees to provide Assignee assistance as set forth below, in obtaining such consents or satisfying such transfer requirements.

The fact that some types of properties or interests are included in more than one of the foregoing clauses 1.1 through 1.7 above or are included in any supplemental assignment between the parties is not intended in any way to limit the effect of the more general descriptions nor to create multiple conveyances of the same item of property.

All of Assignor's interest in the Cook Inlet Pipeline Company and in the assets and properties of Cook Inlet Pipeline Company is specifically excluded from this Master Conveyance.

TO HAVE AND TO HOLD the Assets, together with all and singular the rights, privileges, contracts and appurtenances, in any way appertaining or belonging thereto, unto Assignee and to its successors and assigns, forever, subject to the terms and conditions hereof.

## ARTICLE II DISCLAIMERS

**2.1 Disclaimer.** The Assets are hereby assigned by Assignor to Assignee without recourse, covenant or warranty of title of any kind, express, implied or statutory, except as to title claims to the Properties arising by, through and under Assignor, but not otherwise. Any covenants or warranties implied by statute or law by the use herein of the words "grant," "convey" or other similar words are hereby expressly limited as above set forth. WITHOUT LIMITING THE GENERALITY OF THE TWO PRECEDING SENTENCES, ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, RELATING TO (a) PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, DECLINE RATES, OR THE QUALITY, QUANTITY OR VOLUME OF THE RESERVES OF HYDROCARBONS, IF ANY, ATTRIBUTABLE TO THE ASSETS, (b) THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR, OR (c) THE ENVIRONMENTAL CONDITION OF THE ASSETS. ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY WAIVES, AS TO PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES CONSTITUTING A PART OF THE ASSETS (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (ii) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (iv) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM DEFECTS, WHETHER KNOWN OR UNKNOWN, (v) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW, AND (vi) ANY IMPLIED OR EXPRESS WARRANTY REGARDING ENVIRONMENTAL LAWS, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT, OR PROTECTION OF THE ENVIRONMENT OR HEALTH, IT BEING THE EXPRESS INTENTION OF ASSIGNEE AND ASSIGNOR THAT THE PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES INCLUDED IN THE ASSETS SHALL BE CONVEYED TO ASSIGNEE, AND ASSIGNEE SHALL ACCEPT SAME, AS IS, WHERE IS, WITH ALL FAULTS AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR AND ASSIGNEE REPRESENTS TO ASSIGNOR THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS WITH RESPECT TO SUCH PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES AS ASSIGNEE DEEMS APPROPRIATE. ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

2.2 Subrogation. Assignor hereby transfers and assigns unto Assignee, its successors and assigns, all of its rights under and by virtue of all covenants and warranties pertaining to the Assets, express or implied (including, without limitation, title warranties and manufacturers', suppliers' and contractors' warranties), that have heretofore been made by any of Assignor's predecessors in title, or by any third party manufacturers, suppliers and contractors (the "Prior Covenants and Warranties"). This Conveyance is made with full substitution and subrogation of Assignee, its successors and assigns, in and to and under and by virtue of the Prior Covenants and Warranties and with full subrogation to all rights accruing under the statutes of limitation, prescription and repose under the laws of the applicable jurisdictions in relation to the Assets and all causes of action, rights of action or warranty of Assignor against all former owners of the Assets. Assignor makes no representation, warranty or guarantee regarding the existence, extent or validity of any such covenants, warranties or subrogation rights.

### ARTICLE III MISCELLANEOUS

#### 3.1 Further Assurances.

(a) Assignor has executed and/or will execute separate assignments of individual oil, gas and mineral leases or interests therein that are included in the Assets for filing with certain governmental entities or agencies. In addition to such assignments (without creating any additional covenants, warranties or representations of or by Assignor), Assignor covenants and agrees to execute and deliver to Assignee all such other and additional assignments, instruments and other documents and to do all such other acts and things as may be necessary more fully to vest in Assignee record title to all of the Assets and the respective properties, rights and interests herein and hereby granted or intended to be granted, and to put Assignee in actual possession of all of the Assets to the same extent as Assignor was theretofore in, or was theretofore entitled to be in. Such separate or additional assignments: (i) shall not modify any of the terms and covenants herein set forth and shall not create any additional warranties, representations or covenants of or by Assignor to Assignee; (ii) shall be deemed to contain all of the terms and provisions hereof, as fully and to all intents and purposes as though the same were set forth at length in the separate assignments; and (iii) to the extent required by law, shall be on forms prescribed, or may otherwise be on forms suggested, by the appropriate governmental entities and agencies. In the event any term or provision of any separate or additional assignment should be inconsistent with or conflict with the terms or provisions of this Conveyance, the terms and provisions of this Conveyance shall control and shall govern the rights, obligations and interests of the parties hereto, their successors and assigns. Such separate assignments and this Conveyance shall, when taken together, be deemed to constitute the one assignment by Assignor to Assignee of all of the Assets.

(b) Assignor and Assignee agree to prepare and file with the appropriate licensing and permitting authorities applications for the transfer or issuance, as may be necessary or advisable in connection with the transfer of the Assets, of all material governmental licenses and permits required for the Assignor and Assignee to operate their respective businesses after the Effective Date and Assignor and Assignee agree to cooperate and use commercially reasonably efforts to secure the transfer or issuance of any such licenses and permits.

(c) Assignor serves as operator of certain Properties. From time to time, Assignor and Assignee may agree to appoint Assignee to succeed Assignor as operator of all or any portion of such Properties and both parties agree to cooperate to make all filings and give notice to and obtain consents from all third parties that may reasonably be required to cause Assignee to succeed Assignor as operator of any of the Properties (both of record and under contractual arrangements).

(d) Assignor and Assignee agree to provide the other party with such cooperation and information as may be reasonably requested by the other in connection with the preparation or filing of any governmental report or filing, or in conducting any governmental proceeding ongoing as of the Effective Date, relating to the Assets or the business of Assignor prior to, on or after the Effective Date.

(e) Assignor and Assignee agree to use their commercially reasonable efforts to cause the Assets to remain subject to the liens and encumbrances and mortgages on Assignor's assets under its amended and restated credit facility (the "Credit Facility") dated September 28, 2004 among Assignor and JP Morgan Chase Bank and the other agents and lenders party thereto and Assignee agrees to execute and deliver a Subsidiary Guaranty (as defined in the Credit Facility) as may be requested by Assignor in exchange for good and valuable consideration the receipt of which is hereby acknowledged; provided that Assignor, in its sole discretion, may elect to terminate or release the liens and encumbrances on the Assets or substitute its own assets for all or any portion of the Assets subject to the liens and encumbrances granted in favor of the lenders under the Credit Facility. Further, without the prior consent of Assignee, from and after the Effective Date, Assignor shall not renew or extend the term of the Credit Facility unless the liens and encumbrances on the Assets under the Credit Facility are thereupon terminated.

3.2 Approval. The assignment and conveyance of the Assets set forth herein, insofar as it affects any interest in leases or pipeline rights-of-way or other Assets the transfer of which must be approved by any governmental entity or agency, is made and accepted subject to the approval of the appropriate governmental entity or agency and to the terms of such approval, if and to the extent required by law.

3.3 Assumption. Assignee expressly assumes all of Assignor's obligations relating to the Assets, including, without limitation;

(a) leases, operating agreements, unit agreements, right-of-way agreements and all other contracts;

(b) any liability or obligation whether absolute or contingent, matured or unmatured, accrued or unaccrued, known or unknown, whenever arising, whether or not the liability or obligation would be properly reflected on a balance sheet, to the extent attributable to the operation of the Assets;

(b) liabilities arising from any soil or water contamination, other types of environmental damage or contamination, or other consequences of releases of hazardous materials in, on or migrating from the Assets;

(c) Liabilities arising from any legal obligation to plug, abandon, remove, or otherwise retire (i) all real or immovable property, including without limitation, all platforms, pipelines and improvements located on or situated on, or related to, or used in connection with the Properties; (ii) all equipment, personal or moveable property, fixtures and improvements located or situated on, or necessary in connection with the operation of the Properties, Easements and other Assets, including without limitation all wells (whether producing or shut-in and whether for production, injection or disposal), flowlines, gathering systems, processing plants, piping, tanks, buildings, boat docks, treatment facilities, injection facilities, disposal facilities, compression facilities, production units, tank batteries; or (iii) any other Asset;

but excluding any federal, state, or local taxes, including but not limited to income, excise, property, sales, use, license, capital stock, transfer, franchise, payroll, withholding, social security, value added or other taxes, including any interest, penalties or additions attributable thereto (which will be governed by a separate tax sharing agreement between Assignor and Assignee).

3.4 Counterparts. This Conveyance may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one conveyance. Assignor and Assignee have each retained a counterpart of this Conveyance with complete exhibits.

3.5 Successors and Assigns. This Conveyance, and the other assignments contemplated by Section 3.1 above, shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns. Any successor or assignee to any rights, title or interest of Assignee in and to the Assets shall be deemed, by its acceptance of such rights, title or interest, to have become jointly and severally liable for the obligations of Assignee pursuant to Section 3.3 above that relate to such Assets. No transfer by Assignee of any rights, title or interest in and to the Assets shall relieve, release or diminish Assignor's obligations pursuant to this Conveyance or the other assignments contemplated by Section 3.1 above in respect of the Assets.

3.6 Exhibits. Reference is made to all Exhibits attached hereto and made a part hereof for all purposes. References in such Exhibit to instruments on file in the public records are made a part hereof for all purposes.

3.7 Governing Law. This Conveyance and the other assignments contemplated by Section 3.1 above, shall be governed by and construed in accordance with the laws of the State of Colorado; provided, however, insofar as it affects title to real or immovable property or its application is otherwise mandatory pursuant to applicable law, this Conveyance shall be governed by and construed in accordance with the laws of the State of Alaska, in each case, excluding any conflicts-of-law rule or principle that might refer same to the laws of another jurisdiction.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Conveyance as of the date of their respective acknowledgements below, but effective for all purposes as of the "Effective Date".

ASSIGNOR  
Forest Oil Corporation

By: Glen J. Mizenko

Glen J. Mizenko  
*BS* Vice President Business Development

ASSIGNEE  
Forest Alaska Holding LLC

By: Cyrus D. Marter, IV

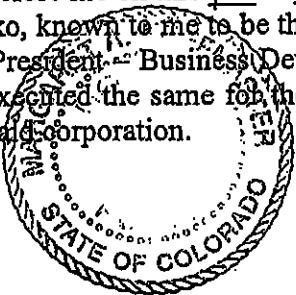
Cyrus D. Marter, IV  
Vice President and Secretary

- |             |                     |
|-------------|---------------------|
| Exhibit A-1 | Properties          |
| Exhibit A-2 | State Rights-of-Way |
| Exhibit A-3 | Other Rights-of-Way |
| Exhibit A-4 | Other Land          |
| Exhibit B-1 | Platforms and Wells |
| Exhibit B-2 | Rolling Equipment   |
| Exhibit C   | Contracts           |

THE STATE OF COLORADO §

COUNTY OF DENVER §

Before me on this 1<sup>st</sup> day of November, 2006, the undersigned authority, appeared Glen J. Mizenko, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President - Business Development of Forest Oil Corporation, and acknowledged to me that he executed the same for the purposes, and in the capacity therein state and is the act and deed of said corporation.



Margaret A. Hoffmaster  
Notary Public, State of Colorado  
My Commission Expires: 2/27/07

THE STATE OF COLORADO §

COUNTY OF DENVER §

Before me on this 1<sup>st</sup> day of November, 2006, the undersigned authority, appeared Cyrus D. Marter, IV, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President and Secretary of Forest Alaska Holding LLC, and acknowledged to me that he executed the same for the purposes, and in the capacity therein state and is the act and deed of said company.



Margaret A. Hoffmaster  
Notary Public, State of Colorado  
My Commission Expires: 2/29/07

## Exhibit A-1 Oil &amp; Gas Leases

Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Oil Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

## BLM Leases, MMS Leases, and State of Alaska Leases

| LESSOR<br>BLM OIL AND GAS LEASES<br>A 035017           | LESEE<br>RALPH H COTTIS   | LEASE<br>RECORDING INFORMATION | BOOK<br>DATE | PAGE<br>SERIAL # | DISTRICT | DESCRIPTION   |
|--|---------------------------|--------------------------------|--------------|------------------|----------|---|
|  |                           |                                | 10/1/1988    | 3405             | 381      | ANCHORAGE Township 8 North, Range 14 West, Seward Meridian, State of Alaska   |
|  |                           |                                |              |                  |          | Section 16: Fractional SE/4 SW/4,<br>Fractional S2 SE/4<br>Section 21: Fractional E2, E2 NW/2<br>Section 22: Fractional SW/4 SW/4<br>Section 27: Fractional NW/4,<br>Fractional NW2 SW/4<br>Section 28: NE/4, E2 NW/4, NE/4 SW/4, NW SE/4   |
|  |                           |                                |              |                  |          | Protracted Survey<br>U.S. Survey 4522<br>U.S. Survey 45223<br>U.S. Survey 4524, Lot 1<br>Containing 857 acres, more or less.  |
| MMS OIL AND GAS LEASES<br>OCS-Y-01685                  | FORCENERGY INC.           | 2004-001980-0 ANCHORAGE        | 8/1/1987     |                  |          | Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act from the United States Department of Interior, Minerals Management Service, effective August 1, 1987, Identified as serial number OCS-Y-01685 whose leased area is described as: "That portion of Block 6153, OCS Official Protraction Diagram NO 05-02, Seldovia, approved January 04, 1985, shown as Federal 8(g) Area B on Supplemental Official OCS Block Diagram dated January 3, 1984, containing 1,546.208235 hectares; and That portion of Block 6213, OCS Official Protraction Diagram NO 05-02, Seldovia, approved January 04, 1995, shown as Federal 8(g) Area C on Supplemental Official OCS Block Diagram dated February 03, 1984, containing 259.420281 hectares." |
| OCS-Y-01684  | FORCENERGY INC.           | 2004-001991-0 ANCHORAGE        | 8/1/1987     |                  |          | Oil and Gas Lease of Submerged Lands Under the Outer Continental Shelf Lands Act from the United States Department of Interior, Minerals Management Service, effective August 1, 1987, Identified as serial number OCS-Y-01684 whose leased area is described as: "That portion of Block 6113, OCS Official Protraction Diagram NO 05-02, Seldovia, approved January 04, 1985, shown as Federal 8(g) Area B on Supplemental Official OCS Block Diagram dated January 3, 1984, containing 2,084.249888 hectares; and That portion of Block 6114, OCS Official Protraction Diagram NO 05-02, Seldovia, approved January 04, 1995, shown as Federal 8(g) Area B on Supplemental Official OCS Block Diagram dated January 03, 1984, containing 62.284510 hectares."   |
| STATE OIL AND GAS LEASES<br>STATE OF ALASKA ADL 384404 | STEWART PETROLEUM COMPANY | 1/1/1995                       | 244          | 526              |          | ANCHORAGE Cosmopolitan Unit, Tract 4<br>T. 3 S., R. 15W., Seward Meridian, Alaska   |
|  |                           |                                |              |                  |          | Section 22: Protracted, All, 640 acres;<br>Section 23: Protracted, All, 640 acres;<br>Section 26: Surveyed, Fractional, All, 11.13 acres;<br>Section 28: Protracted, All, title and submerged lands, 628.87 acres;<br>Section 27: Protracted, All, 640 acres;<br>containing 2,560.00 acres, more or less.   |

Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Oil Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

| BLM Leases, MMS Leases, and State of Alaska Leases |                           |            |      |      |          |  |
|--|---------------------------|------------|------|------|----------|--|
| LESSOR   | LESSEE                    | LEASE DATE | BOOK | PAGE | SERIAL # | DISTRICT   |
| STATE OF ALASKA ADL 384403                         | STEWART PETROLEUM COMPANY | 1/17/1995  | 244  | 508  |          | ANCHORAGE Cosmopolitan Unit, Tract 3   |
|  |                           |            |      |      |          | T. 3 S., R. 15W., Seward Meridian, Alaska  |
|  |                           |            |      |      |          | Section 20: Protracted, All, within the computed Alaska seaward boundary, listed as "state acreage" on Alaska's seaward boundary diagram approved by the state on Feb. 4, 1993, 213.80 acres;                                  |
|  |                           |            |      |      |          | Section 21: Protracted, All, 640.00 acres;   |
|  |                           |            |      |      |          | Section 28: Protracted, All, 840.00 acres;   |
|  |                           |            |      |      |          | Section 29: Protracted, All, within the computed Alaska seaward boundary, listed as "state acreage" on Alaska's seaward boundary diagram approved by the state on Feb. 4, 1993, 479.20 acres;                                  |
|  |                           |            |      |      |          | Section 32: Protracted, All, within the computed Alaska seaward boundary, listed as "state acreage" on Alaska's seaward boundary diagram approved by the state on Feb. 4, 1993, 555.69 acres;                                  |
|  |                           |            |      |      |          | Section 33: Protracted, All, W/Z, 320.00 acres;  |
|  |                           |            |      |      |          | containing 2,758.68 acres, more or less.   |
|  |                           |            |      |      |          | ANCHORAGE Cosmopolitan Unit, Tract 7   |
|  |                           |            |      |      |          | T. 3 S., R. 15 W., Seward Meridian, Alaska   |
|  |                           |            |      |      |          | Section 33: E/Z, 320 acres;  |
|  |                           |            |      |      |          | Section 34: All, 640 acres;  |
|  |                           |            |      |      |          | Section 35: Fraction, (all shorelands (if any), tidelands, and submerged lands, including such shorelands (if any), and tidelands as may underlie the portion of Stariski Creek that runs through this section), 479.99 acres; |
|  |                           |            |      |      |          | T. 4 S., R. 15W., Seward Meridian, Alaska  |
|  |                           |            |      |      |          | Section 2: Fraction, (all tidelands and submerged lands), 378.98 acres;  |
|  |                           |            |      |      |          | Section 3: All, 640 acres;   |
|  |                           |            |      |      |          | Section 4: All, 640 acres;   |
|  |                           |            |      |      |          | Section 10: All, 640 acres;  |
|  |                           |            |      |      |          | Section 11: Fraction, (all tidelands and submerged lands), 220.39 acres;   |
|  |                           |            |      |      |          | containing 3,959.26 acres, more or less.   |
|  |                           |            |      |      |          | 2002-004847-0 ANCHORAGE Cosmopolitan Unit, Tract 1   |
|  |                           |            |      |      |          | T. 3 S., R. 15W., Seward Meridian, Alaska  |
|  |                           |            |      |      |          | Section 15: Protracted, All, 640 acres;  |
|  |                           |            |      |      |          | Section 16: Protracted, All within the computed Alaska seaward boundary, listed as "state acreage" on Alaska's seaward boundary diagram approved by the state on February 4, 1993, 466.64 acres;                               |
|  |                           |            |      |      |          | Section 17: Protracted, All within the computed Alaska seaward boundary, listed as "state acreage" on Alaska's seaward boundary diagram approved by the state on February 4, 1993, 2.50 acres;                                 |
|  |                           |            |      |      |          | containing 1,109.14 acres, more or less.   |

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EXHIBIT  
PAGE 10 OF 42

Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Oil Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

## Exhibit A-1 Oil &amp; Gas Leases

**BLM Leases, MINES Leases, and State of Alaska Leases**

| LESSOR                     | LESEE            | LEASE RECORDING INFORMATION | DATE      | BOOK                       | PAGE | SERIAL # | DISTRICT | DESCRIPTION |
|----------------------------|------------------|-----------------------------|-----------|----------------------------|------|----------|----------|-------------|
| STATE OF ALASKA ADL 389230 | ARCO ALASKA INC. | 2002-004848-0               | ANCHORAGE | Cosmopolitan Unit, Tract 6 |      |          |          |             |

T. 4 S., R. 15 W., Seward Meridian, Alaska

Section 5: Protracted, All tide and submerged land within the computed seaward boundary, listed as "state acreage" on Alaska's seaward boundary diagram approved February 8, 1993, 634.15 acres;

Section 6: Protracted, All tide and submerged land within the computed seaward boundary, listed as "state acreage" on Alaska's seaward boundary diagram approved February 9, 1993, 52.73 acres;

Section 7: Protracted, All tide and submerged land within the computed seaward boundary, listed as "state acreage" on Alaska's seaward boundary diagram approved February 8, 1993, 258.35 acres;

Section 8: Protracted, All, 640.00 acres;

Section 9: Protracted, All, 640.00 acres;

Section 10: Protracted, All, 640.00 acres;

Section 11: Protracted, All, 640.00 acres;

Section 12: Protracted, All, 640.00 acres;

Section 13: Protracted, All tide and submerged land within the computed seaward boundary, listed as "state acreage" on Alaska's seaward boundary diagram approved

February 9, 1993, 530.49 acres;

containing 4,035.72 acres, more or less.

2002-004849-0 ANCHORAGE Cosmopolitan Unit, Tract 8 (Partial)

T. 4 S., R. 15 W., Seward Meridian, Alaska

Section 14: Protracted, N12, 311.00 acres;

containing 311.00 acres, more or less.

2002-004850-0 ANCHORAGE Cosmopolitan Unit, Tract 9

T. 4 S., R. 16 W., Seward Meridian, Alaska

Section 15: Protracted, All, as listed as "state acreage" on Alaska's seaward boundary

diagram approved by the state on February 2, 1993, 16.68 acres;

Section 24: Protracted, N12, as listed as "state acreage" on Alaska's seaward boundary diagram approved by the state on February 2, 1993, 84.02 acres;

containing 100.70 acres, more or less.

STATE OF ALASKA ADL 389525 PHILLIPS ALASKA, INC.

5/12/001

STATE OF ALASKA ADL 389526 PHILLIPS ALASKA, INC.

5/12/001

## Exhibit A-1 Oil &amp; Gas Leases

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| BLM Leases, MMS Leases, and State of Alaska Leases |                        |            |           |          |  |
|--|------------------------|------------|-----------|----------|--|
| LESSOR   | LESSEE                 | LEASE DATE | BOOK PAGE | SERIAL # | DISTRICT   |
| STATE OF ALASKA ADL 390308                         | PHILLIPS ALASKA, INC.  | 5/1/2001   |           |          | ANCHORAGE  |
|  |                        |            |           |          | T. 4 S., R. 15 W., Seward Meridian, Alaska   |
|  |                        |            |           |          | Section 19: Protracted, S12, 311.00 acres;<br>Section 20: Protracted, All, 640.00 acres;<br>Section 21: Protracted, All, 640.00 acres;<br>Section 28: Unsurveyed, All title and submerged lands, 637.31 acres;<br>Section 28: Surveyed, Fractional, Lot 1, 2.69 acres;<br>Section 29: Protracted, All, 640.00 acres;<br>Section 30: Protracted, All, 624.00 acres;<br>Section 31: Protracted, All, 619.00 acres;<br>Section 32: Protracted, All, 640.00 acres;<br>Section 33: Unsurveyed, All tide And submerged lands, 492.02 acres;<br>Section 33: Unsurveyed, Fractional, Lots 1 and 2, 32.06 acres;<br>containing 5,278.08 acres, more or less.                                  |
|  |                        |            |           |          | ANCHORAGE T. 4 S., R. 16 W., Seward Meridian, Alaska   |
|  |                        |            |           |          | Section 24: Protracted, S12, As listed as "state acreage" on Alaska's seaward boundary diagram approved by the state on February 2, 1983, 169.97 acres;<br>Section 25: Protracted, All, As listed as "state acreage" on Alaska's seaward boundary diagram approved by the state on February 2, 1983, 270.70 acres;<br>Section 33: Protracted, All, as listed as "state acreage" on Alaska's seaward boundary diagram approved by the state on February 2, 1983, 28.54 acres;<br>Section 35: Protracted, All, as listed as "state acreage" on Alaska's seaward boundary diagram approved by the state on February 2, 1983, 631.16 acres;"<br>containing 1,100.47 acres, more or less. |
|  |                        |            |           |          | ANCHORAGE T. 10 N., R. 13 W., Seward Meridian, Alaska  |
|  |                        |            |           |          | Section 13, Protracted: All, 640.00 acres;<br>640.00 acres, more or less.  |
| STATE OF ALASKA ADL 390309                         | PHILLIPS ALASKA, INC.  | 5/1/2001   | 609       | 650      | FOC 000444   |
| STATE OF ALASKA ADL 398517                         | FOREST OIL CORPORATION |            |           |          | EXHIBIT D<br>PAGE 12 OF 52   |

Exhibit A-1 Oil & Gas Leases  
 Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and  
 between Forest Oil Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

| BLM Leases, MMS Leases, and State of Alaska Leases<br>RECORDING INFORMATION |   |            |           |          |                                      |
|---|---|------------|-----------|----------|--------------------------------------|
| LESSOR  | LESEE   | LEASE DATE | BOOK PAGE | SERIAL # | DISTRICT                             |
| STATE OF ALASKA ADL 18730   | UNION OIL COMPANY OF CALIFORNIA &<br>THE OHIO OIL COMPANY | 10/11/1982 | 111       | 220      | ANCHORAGE Trading Bay Unit, Tract 11 |

T. 9 N, R. 13 W, Seven Mile Meridian, Alaska

Segment A: As to a 46.80000% working interest in 2,800.00 acres, more or less, and described as follows:

Section 26: W1/2;  
 Section 27: All;  
 Section 28: All;  
 Section 33: All;  
 Section 34: All;

Pertains to land below 10,600 feet, below the Grayling Gas Sands.

Segment B: As to a 50.00000% working interest in 1,120.00 acres, more or less, and described as follows:

Section 26: W2, 320.00 acres;  
 Section 27: E2, 320.00 acres;  
 Section 34: E2, SW1/4, 480.00 acres;

Pertains to the interval known as the Grayling Gas Sands located between 1,780 feet MD and 10,128 feet MD in the Trading Bay Unit K-2 well or its stratigraphic equivalent.

Segment 2: As to a 46.80000% working interest in 1,120.00 acres, more or less, and described as follows:

Section 26: W2, 320.00 acres;  
 Section 27: E2, 320.00 acres;  
 Section 34: E2, SW1/4, 480.00 acres;

Pertains to land from the surface to a depth of 1,780 feet MD in the Trading Bay Unit K-2 well or its stratigraphic equivalent.

Segment 3: As to a 50.00000% working interest in 360.00 acres, more or less, and described as follows:

Section 26: E2, 320.00 acres;  
 Section 35: All, 640.00 Acres

Pertains to all depths.

FOC 000445

EXHIBIT  
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D  
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Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Oil Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

## Exhibit A-1 Oil &amp; Gas Leases

| LESSOR<br>STATE OF ALASKA ADL 18772 | LESEE<br>THE ATLANTIC REFINING COMPANY | LEASE<br>DATE<br>9/1/1982 | RECORDING INFORMATION<br>BOOK PAGE SERIAL # | DISTRICT | DESCRIPTION<br>ANCHORAGE Trading Bay Unit, Tract 14  |
|-------------------------------------|--|---------------------------|---|----------|--|
|                                     |  |                           |   |          | T. 9 N., R. 13 W., Second Meridian, Alaska   |
|                                     |  |                           |   |          | <p>Segment 2: As to 1,600.00 acres, more or less, and described as follows:</p> <p>Section 15: All;<br/>     Section 22: All;<br/>     Section 23: W1/2;</p> <p>Pertaining to land from the surface to the top of the Grayling Gas Sands.</p> <p>Segment B: As to 1,600.00 acres, more or less, and described as follows:</p> <p>Section 15: All;<br/>     Section 22: All;<br/>     Section 23: W1/2;</p> <p>Pertaining to land below the Grayling Gas Sands.</p> <p>Segment 2: As to a 46.80000% working interest in 1,365.00 acres, more or less, and described as follows:</p> <p>Section 7: W2, SE4, 442.00 acres;<br/>     Section 8: S2, 320.00 acres;<br/>     Section 15: All, 603.00 acres;</p> <p>Pertains to land from the surface to a depth of 1,780 feet MD in the Trading Bay Unit K-2 Well or its stratigraphic equivalent.</p> <p>Segment A: As to a 46.80000% working interest in 3,085.00 acres, more or less, and described as follows:</p> <p>Section 5: All;<br/>     Section 6: All;<br/>     Section 7: All;<br/>     Section 8: All;<br/>     Section 18: All;</p> <p>Pertains to land below 10,600 feet, below the Grayling Gas Sands.</p> <p>Segment B: As to a 50.00000% working interest in 1,365.00 acres, more or less, and described as follows:</p> <p>Section 7: W2, SE4, 442.00 acres;<br/>     Section 8: S2, 320.00 acres;<br/>     Section 15: All, 603.00 acres;</p> <p>Pertains the interval known as the Grayling Gas Sands located between 1,780 feet MD and 10,128 feet MD in the Trading Bay unit K-2 well or its stratigraphic equivalent.</p> |

FOC 000446

EXHIBIT  
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Attached to and made a part of that certain Assignment and Bill of Sale dated November 1, 2006 by and between Forest Oil Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

## Exhibit A-1 Oil &amp; Gas Leases

| BLM Leases, MMS Leases, and State of Alaska Leases<br>RECORDING INFORMATION |      |      |          |                                      |
|---|------|------|----------|--------------------------------------|
| LEASE DATE  | BOOK | PAGE | SERIAL # | DISTRICT                             |
|   |      |      |          | ANCHORAGE Trading Bay Unit, Tract 17 |

| LESSOR                    | LESSEE                        | LEASE DATE | RECORDING INFORMATION | DESCRIPTION  |
|---------------------------|-------------------------------|------------|-----------------------|--|
| STATE OF ALASKA ADL 18777 | THE ATLANTIC REFINING COMPANY | 9/1/1982   |                       | <p>T. 9 N., R. 13 W., Seward Meridian, Alaska</p> <p>Segment 1: As to a 50.00000% working interest in 1,106.00 acres, more or less, and described as follows:</p> <p>Section 7: SE<math>\frac{1}{4}</math>, 632.00 acres;</p> <p>Section 18: N2, SW<math>\frac{1}{4}</math>, 474.00 acres;</p> <p>Pertains to all depths.</p> <p>Segment 2: As to a 46.80000% working interest in 796.00 acres, more or less, and described as follows:</p> <p>Section 18: SE<math>\frac{1}{4}</math>, 160.00 acres;</p> <p>Section 19: All, 636.00 acres;</p> <p>Pertains to all land from the surface to the top of the Grayling Gas Sands or to a depth of 1,780 feet MD in the Trading Bay Unit K-2 well or its stratigraphic equivalent.</p> <p>Segment A: As to a 50.00000% working interest in 796.00 acres, more or less, and described as follows:</p> <p>Section 18: SE<math>\frac{1}{4}</math>, 160.00 acres;</p> <p>Section 19: All, 636.00 acres;</p> <p>Pertains to the Grayling Gas Sands defined as the interval in the Trading Bay Unit K-2 well between the measured depths of 1,780 feet and 10,128 feet or its stratigraphic equivalent.</p> <p>Segment B: As to a 46.80000% working interest in 796.00 acres, more or less, and described as follows:</p> <p>Section 18: SE<math>\frac{1}{4}</math>, 160.00 acres;</p> <p>Section 19: All, 636.00 acres;</p> <p>Pertains to all depths below the Grayling Gas Sands or below 10,125 feet MD in the Trading Bay Unit K-2 well or its stratigraphic equivalent.</p> |

FOC 000447

## Exhibit A-1 Oil &amp; Gas Leases

Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Oil Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

| BLM Leases, NMIS Leases, and State of Alaska Leases |   |                   |                       |           |                           |
|---|---|-------------------|-----------------------|-----------|---------------------------|
| LESSOR  | LESEE   | LEASE INFORMATION | RECORDING INFORMATION | DATE      | BOOK PAGE SERIAL #        |
| STATE OF ALASKA ADL 17594                           | UNION OIL COMPANY OF CALIFORNIA &<br>THE OHIO OIL COMPANY | 3/17/1962         | 111 - 237             | ANCHORAGE | Trading Bay Unit, Tract 3 |

T. 9 N., R. 13 W., Seward Meridian, Alaska

Segment 1: As to a 46.80000% working interest in 2,396.00 acres, more or less, and described as follows:

Section 16: W2, NE4, 480.00 acres;  
Section 17: S2, NE4, 480.00 acres;  
Section 20: W2, NE4, 480.00 acres;  
Section 30: All, 637.00 acres;  
Section 31: W2, 319.00 acres;

Pertains to land within the Trading Bay Unit Tract 3 and from the surface down to a depth of 1,780 feet MD in the Trading Bay Unit K-2 well or its stratigraphic equivalent.

Segment 3: As to a 50.00000% working interest in 16.00 acres, more or less, and described as follows:

Section 17: NW1/4, 160.00 acres;

Pertains to all depths.

Segment A: As to a 46.80000% working interest in 4,956.00 acres, more or less, and described as follows:

Section 16: All;  
Section 17: S1/2, NE1/4;  
Section 20: All;  
Section 21: All;  
Section 25: All;  
Section 30: All;  
Section 31: All;  
Section 32: All;

Pertains to land below 10,500 feet, below the Grayling Gas Sands.

Segment B: As to a 50.00000% working interest in 2,396.00 acres, more or less, and described as follows:

Section 16: W2, NE4, 480.00 acres;  
Section 17: S2, NE4, 480.00 acres;  
Section 20: W2, NE4, 480.00 acres;  
Section 30: All 637.00 acres;  
Section 31: W2 319.00 acres;

Pertains to the interval known as the Grayling Gas Sands located between 1,780 feet MD and 10,128 feet MD in the Trading Bay Unit K-2, or its stratigraphic equivalent. Contains 2,396 acres, more or less.

FOC 000448

EXHIBIT  
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## Exhibit A-1 Oil &amp; Gas Leases

Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Oil Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

| BLM Leases, MMIS Leases, and State of Alaska Leases<br>RECORDING INFORMATION |                        |            |      |      |          |           |   |
|--|------------------------|------------|------|------|----------|-----------|---|
| LESSOR   | LESSEE                 | LEASE DATE | BOOK | PAGE | SERIAL # | DISTRICT  | DESCRIPTION   |
| STATE OF ALASKA ADL 17579  | PAN AMERICAN PETROLEUM | 2/17/1962  | 42   | 323  |          | ANCHORAGE | Trading Bay Unit, Tract 2   |
|  |                        |            |      |      |          |           | T. 8 N., R. 13 W., Seward Meridian, Alaska  |
|  |                        |            |      |      |          |           | Segment 1: As to 2,240.00 acres, more or less, and described as follows:  |
|  |                        |            |      |      |          |           | Section 4: All;<br>Section 5: NW1/2;<br>Section 16: NW1/4;<br>Section 17: All;<br>Section 20: N1/2, SW1/4;  |
|  |                        |            |      |      |          |           | Pertains to land from the surface down to a depth of 1,760 feet MD in the Trading Bay Unit K-2 well or its stratigraphic equivalent.                                    |
|  |                        |            |      |      |          |           | Segment B: As to 2,240.00 acres, more or less, and described as follows:  |
|  |                        |            |      |      |          |           | Section 4: All;<br>Section 5: NW1/2;<br>Section 16: NW1/4;<br>Section 17: All;<br>Section 20: N1/2, SW1/4;  |
|  |                        |            |      |      |          |           | Pertains to land below the Grayling Gas Sands or 10,128 feet MD in the Trading Bay Unit K-2 well or its stratigraphic equivalent.                                       |
|  |                        |            |      |      |          |           | ANCHORAGE   |
|  |                        |            |      |      |          |           | Trading Bay Unit, Tract 18  |
|  |                        |            |      |      |          |           | T. 9 N., R. 14 W., Seward Meridian, Alaska  |
|  |                        |            |      |      |          |           | Section 24: SE4 160.00 acres;   |
|  |                        |            |      |      |          |           | Segment 1:  |
|  |                        |            |      |      |          |           | Pertains to land from the surface to the top of the Grayling Gas Sands or to a depth of 1,760 feet MD in the Trading Bay Unit K-2 well or its stratigraphic equivalent. |
|  |                        |            |      |      |          |           | Segment B:  |
|  |                        |            |      |      |          |           | Section 24: SE4 160.00 acres;   |
|  |                        |            |      |      |          |           | Pertains to all depths below the Grayling Gas Sands or below 10,125 feet MD in the Trading Bay Unit K-2 well or its stratigraphic equivalent.                           |

Exhibit A-1 Oil & Gas Leases  
 Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and  
 between Forest Oil Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

| BLM Leases, MMIS Leases, and State of Alaska Leases |                              |                           |  |                       |  |  |
|---|------------------------------|---------------------------|--|-----------------------|--|--|
| LESSOR<br>STATE OF ALASKA ADL 18716                 | LESSEE<br>LLOYD POWERS       | LEASE<br>DATE<br>9/1/1962 | RECORDING INFORMATION<br>BOOK PAGE SERIAL #<br>1 | DISTRICT<br>ANCHORAGE | DESCRIPTION<br>Trading Bay Unit, Tract 9   |  |
|   |                              |                           |  |                       | T. 8 N., R. 13 W., Seward Meridian, Alaska<br><br>Section 1S: N2, SE4 462.50 acres;<br><br>Segment 3:<br><br>Pertaining to land from the surface to a depth of 1,780 feet MD or its stratigraphic equivalent in the Trading Bay Unit K-2 well.   |  |
|   |                              |                           |  |                       | Segment C:<br><br>Pertaining to land below 10,128 feet MD in the Trading Bay Unit K-2 well or its stratigraphic equivalent.  |  |
| STATE OF ALASKA ADL 17597                           | THE SUPERIOR OIL COMPANY     | 9/1/1962                  | 43   | 32                    | ANCHORAGE Trading Bay Unit<br><br>T. 10 N., R. 13 W., Seward Meridian, Alaska<br><br>Segment 1: 2,560.00 acres, more or less, and described as follows:<br><br>Section 14: All 640 acres;<br>Section 15: All 640 acres;<br>Section 22: All 640 acres;<br>Section 23: All 640 acres;  |  |
| STATE OF ALASKA ADL 374002                          | DANCO/ALASKA PARTNERSHIP LTD | 4/1/1991                  | 3414   | 84                    | ANCHORAGE Redout Unit Tract 2<br><br>T. 7 N., R. 13 W., Seward Meridian, Alaska<br><br>Section 1S: Protracted, All 615 acres;<br>Section 20: Protracted, All 640 acres;<br>Section 21: Protracted, All 640 acres;<br>Section 28: Protracted, All 640 acres;<br>Section 29: Protracted, All 640 acres;<br>Section 30: Protracted, All 617 acres;<br>Section 31: Protracted, All 619 acres;<br>Section 32: Protracted, All 640 acres;<br>Section 33: Protracted, All 640 acres;<br><br>containing 5,691 acres, more or less. |  |

FOC 000450

EXHIBIT D  
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Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Oil Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

## Exhibit A-1 Oil &amp; Gas Leases

## BLW Leases, MMS Leases, and State of Alaska Leases

| LEASEE |                            | LEASE DATE            | BOOK      | PAGE | SERIAL # | DISTRICT                                   | DESCRIPTION          |  |
|--------|----------------------------|-----------------------|-----------|------|----------|--|----------------------|--|
| LESSOR | STATE OF ALASKA ADL 381003 | DANCO EXPLORATION INC | 12/1/1994 | 3414 | 98       | ANCHORAGE                                  | Redoubt Unit Tract 4 |  |
|        |                            |                       |           |      |          | T. 7 N., R. 14 W., Seward Meridian, Alaska |                      |  |
|        |                            |                       |           |      |          | Section 33: Protracted, All, 640 acres;    |                      |  |
|        |                            |                       |           |      |          | Section 34: Protracted, All, 640 acres;    |                      |  |
|        |                            |                       |           |      |          | Section 35: Protracted, All, 640 acres;    |                      |  |
|        |                            |                       |           |      |          | Section 36: Protracted, All, 640 acres;    |                      |  |
|        |                            |                       |           |      |          | containing 2,560 acres, more or less.      |                      |  |
|        |                            |                       |           |      |          | T. 6 N., R. 14 W., Seward Meridian, Alaska |                      |  |
|        |                            |                       |           |      |          | Section 1: Protracted, All, 640 acres;     |                      |  |
|        |                            |                       |           |      |          | Section 2: Protracted, All, 640 acres;     |                      |  |
|        |                            |                       |           |      |          | Section 3: Protracted, All, 640 acres;     |                      |  |
|        |                            |                       |           |      |          | Section 10: Protracted, All, 640 acres;    |                      |  |
|        |                            |                       |           |      |          | Section 11: Protracted, All, 640 acres;    |                      |  |
|        |                            |                       |           |      |          | Section 12: Protracted, All, 640 acres;    |                      |  |
|        |                            |                       |           |      |          | Section 13: Protracted, All, 640 acres;    |                      |  |
|        |                            |                       |           |      |          | Section 14: Protracted, All, 640 acres;    |                      |  |
|        |                            |                       |           |      |          | Section 15: Protracted, All, 640 acres;    |                      |  |
|        |                            |                       |           |      |          | containing 5,760 acres, more or less.      |                      |  |
|        |                            |                       |           |      |          | T. 7 N., R. 14 W., Seward Meridian, Alaska |                      |  |
|        |                            |                       |           |      |          | Section 13: Protracted, All, 640 acres;    |                      |  |
|        |                            |                       |           |      |          | Section 14: Protracted, All, 640 acres;    |                      |  |
|        |                            |                       |           |      |          | Section 23: Protracted, All, 640 acres;    |                      |  |
|        |                            |                       |           |      |          | Section 24: Protracted, All, 640 acres;    |                      |  |
|        |                            |                       |           |      |          | Section 25: Protracted, All, 640 acres;    |                      |  |
|        |                            |                       |           |      |          | Section 26: Protracted, All, 640 acres;    |                      |  |
|        |                            |                       |           |      |          | containing 3,840 acres, more or less.      |                      |  |
|        |                            |                       |           |      |          | T. 7 N., R. 13 W., Seward Meridian, Alaska |                      |  |
|        |                            |                       |           |      |          | Section 4: Protracted, All, 640 acres;     |                      |  |
|        |                            |                       |           |      |          | Section 5: Protracted, All, 640 acres;     |                      |  |
|        |                            |                       |           |      |          | Section 6: Protracted, All, 610 acres;     |                      |  |
|        |                            |                       |           |      |          | Section 7: Protracted, All, 612 acres;     |                      |  |
|        |                            |                       |           |      |          | Section 8: Protracted, All, 640 acres;     |                      |  |
|        |                            |                       |           |      |          | Section 9: Protracted, All, 640 acres;     |                      |  |
|        |                            |                       |           |      |          | Section 16: Protracted, All, 640 acres;    |                      |  |
|        |                            |                       |           |      |          | Section 17: Protracted, All, 640 acres;    |                      |  |
|        |                            |                       |           |      |          | Section 18: Protracted, All, 613 acres;    |                      |  |
|        |                            |                       |           |      |          | containing 5,675 acres, more or less.      |                      |  |

Exhibit A-1 Oil & Gas Leases  
 Attached to and made a part of that certain Assignment and Bill of Sale dated November 1, 2006 by and  
 between Forest Oil Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

**BIM Leases, MMIS Leases, and State of Alaska Leases**

| LESSOR                     | LESSEE                 | LEASE DATE | BOOK PAGE SERIAL # | DISTRICT   | DESCRIPTION |
|----------------------------|------------------------|------------|--------------------|--|-------------|
| STATE OF ALASKA ADL 390368 | FOREST OIL CORPORATION | 10/1/2003  | 2003 1168150       | ANCHORAGE T. 7 N., R. 14 W., Seward Meridian, Alaska |             |

Section 4: Unsurveyed, All tide and submerged lands, 8.75 acres;  
 Section 4: Unsurveyed, The beds of the unnamed lakes located within the S2NE4 and  
 SE4, 41.11 acres;  
 Section 9: Unsurveyed, All tide and submerged lands, 441.57 acres;  
 U.S. Survey 12121, Lot 1 and that portion of Lot 2 lying within Sections 3, 4, 9 & 10,  
 310.37 acres;  
 U.S. Survey 4527, Lot 1 and 3, 161.09 acres;  
 containing 962.88 acres, more or less.

STATE OF ALASKA ADL 388233 ANADARKO PETROLEUM  
 CORPORATION AND ARCO ALASKA, INC. 2/1/1997

ANCHORAGE Three Mile Creek Unit Tract 4

T. 13 N., R. 11 W., Seward Meridian, Alaska, Tract A

Segment 1: As to a 30% working interest in 2,800.00 acres, more or less, and described  
 as follows:

Section 22: Unsurveyed, SE1/4; 160 acres;  
 Section 23: Unsurveyed, SW1/4; 160 acres;  
 Section 26: Unsurveyed, All; 640 acres;  
 Section 27: Unsurveyed, E1/2 SW1/4; 540 acres;  
 Section 34: Unsurveyed, All; 640 acres;  
 Section 35: Unsurveyed, All; 640 acres

Segment 2: As to a 30% working interest in 200.00 acres, more or less, and described  
 as follows:

Section 22: Unsurveyed, SE1/4/NE1/4; 40.00 acres;  
 Section 23: Unsurveyed, NW1/4; 160.00 Acres;

Segment 3: As to a 70% working interest in 150.00 acres, more or less, and described  
 as follows:

Section 23: Unsurveyed, SE1/4; 160 acres;

Segment 4: As to a 70% working interest in 160.00 acres, more or less, and described  
 as follows;

Section 23: Unsurveyed, NE1/4; 160 acres  
 entire tract containing 3,320 acres, more or less.

## Exhibit A-1 Oil &amp; Gas Leases

Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Off Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

| LESSOR                    | LESSEE                      | LEASE    | BLM Leases, MMS Leases, and State of Alaska Leases | RECORDING INFORMATION | DESCRIPTION                                |
|---------------------------|-----------------------------|----------|--|-----------------------|--|
| STATE OF ALASKA ADL 17802 | PAN AMERICAN PETROLEUM CORP | DATE     | BOOK PAGE  | SERIAL #              | DISTRICT                                   |
|                           |                             | 2/11/962 | 42   | 273                   | ANCHORAGE Trading Bay Field, Tract 6       |
|                           |                             |          |  |                       | T. 8 N., R. 14 W., Seward Meridian, Alaska |

Segment 1: As to a 70.00000% working interest in 1,280.00 acres, more or less, and described as follows:

Section 2: All, 640.00 acres;

Section 11: All, 640.00 acres;

Pertains to all depths.

Segment 3: As to a 46.80000% working interest in 640.00 acres, more or less, and described as follows:

Section 1: E2, 320.00 acres;

Section 12: E2, 320.00 acres;

Pertains to land from the surface down to the top of the Grayling Gas Sands or to a depth of 1,760 feet MD in the Trading Bay Unit K-2 well or the stratigraphic equivalent.

Segment B: As to a 48.80000% working interest in 640.00 acres, more or less, and described as follows:

Section 1: E2, 320.00 acres;

Section 12: E2, 320.00 acres;

Pertains to land below the Grayling Gas Sands or below 10,128 feet MD in the Trading Bay unit K-2 well or the stratigraphic equivalent.

FOC 000453

EXHIBIT  
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D

Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Oil Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

**Exhibit A-1 Oil & Gas Leases**

| <b>BLM Leases, MMS Leases, and State of Alaska Leases</b> |  |                   |                    |             |                 |                                      |
|---|--|-------------------|--------------------|-------------|-----------------|--------------------------------------|
| <b>RECORDING INFORMATION</b>                              |  |                   | <b>DESCRIPTION</b> |             |                 |                                      |
| <b>LESSOR</b>   | <b>LESSEE</b>                            | <b>LEASE DATE</b> | <b>BOOK</b>        | <b>PAGE</b> | <b>SERIAL #</b> | <b>DISTRICT</b>                      |
| STATE OF ALASKA ADL 18731                                 | UNION OIL COMPANY & THE OHIO OIL COMPANY | 10/7/1962         | 109                | 10          |                 | ANCHORAGE Trading Bay Unit, Tract 12 |

T. 9 N., R. 13 W., Seward Meridian, Alaska

Segment 1: As to a 46.8000% working interest in 3,840.00 acres, more or less, and described as follows:

Section 3: All 640.00 acres;  
 Section 4: All 640.00 acres;  
 Section 5: All 640.00 acres;  
 Section 6: All 640.00 acres;  
 Section 7: All 640.00 acres;  
 Section 8: All 640.00 acres;  
 Section 9: All 640.00 acres;  
 Section 10: All 640.00 acres;

Pertains to land from the surface to a depth of 1,780 feet MD in the Trading Bay Unit K-2 well or its stratigraphic equivalent.

Segment A: As to a 50.00000% working interest in 3,840.00 acres, more or less, and described as follows:

Section 3: All 640.00 acres;  
 Section 4: All 640.00 acres;  
 Section 5: All 640.00 acres;  
 Section 6: All 640.00 acres;  
 Section 7: All 640.00 acres;  
 Section 8: All 640.00 acres;  
 Section 9: All 640.00 acres;  
 Section 10: All 640.00 acres;

Pertains to the interval known as the Grayling Gas Sands located between 1,780 feet MD and 10,128 feet MD in the Trading Bay Unit K-2 well or its stratigraphic equivalent.

Segment B: As to a 46.80000% working interest in 3,840.00 acres, more or less, and described as follows:

Section 3: All 640.00 acres;  
 Section 4: All 640.00 acres;  
 Section 5: All 640.00 acres;  
 Section 6: All 640.00 acres;  
 Section 7: All 640.00 acres;  
 Section 8: All 640.00 acres;

Pertains to land below the Grayling Gas Sands or below 10,128 feet MD in the Trading Bay unit K-2 well or the stratigraphic equivalent.

## Exhibit A-1 Oil &amp; Gas Leases

Attached to and made a part of that certain Assignment and Bill of Sale dated November 1, 2006 by and between Forest Oil Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

## BLM Leases, MMS Leases, and State of Alaska Leases

| LESSOR                    | LESEE             | LEASE DATE | BOOK PAGE SERIAL # | RECORDING INFORMATION DISTRICT        | DESCRIPTION   |
|---------------------------|-------------------|------------|--------------------|---------------------------------------|---|
| STATE OF ALASKA ADL 18758 | SHELL OIL COMPANY | 9/1/1962   | 3441 384           | ANCHORAGE Trading Bay Field, Tract 13 | <p>Segment B: As to a 46.80000% working interest in 3,840.00 acres, more or less, and described as follows:</p> <p>Section 3: All 640.00 acres;</p> <p>Section 4: All 640.00 acres;</p> <p>Section 5: All 640.00 acres;</p> <p>Section 8: All 640.00 acres;</p> <p>Section 9: All 640.00 acres;</p> <p>Section 10: All 640.00 acres;</p> <p>Pertains to land below the Grayling Gas Sands or below 10,128 feet MD in the Trading Bay unit K-2 well or the stratigraphic equivalent.</p> <p>T. 9 N, R. 14 W, Seward Meridian, Alaska</p> <p>Segment 1: As to a 70.00000% working interest in 400.00 acres, more or less, and described as follows:</p> <p>Section 3S: SE4/SE4, 40.00 acres;</p> <p>Section 3S: S2, SE4NW4, 360.00 acres;</p> <p>Pertains to all depths.</p> <p>Segment 3: As to a 46.80000% working interest in 640.00 acres, more or less, and described as follows:</p> <p>Section 2S: E2, 320.00 acres;</p> <p>Section 3S: NE4, 160.00 acres;</p> <p>Pertains to land from the surface down to the top of the Grayling Gas Sands or to a depth of 1,780 feet MD in the Trading Bay unit K-2 well or the stratigraphic equivalent.</p> <p>Segment B: As to a 46.80000% working interest in 640.00 acres, more or less, and described as follows:</p> <p>Section 2S: E2, 320.00 acres;</p> <p>Section 3S: NE4, 160.00 acres;</p> <p>Pertains to land below the Grayling Gas Sands or below 10,128 feet MD in the Trading Bay unit K-2 well or the stratigraphic equivalent.</p> |

FOC 000455

EXHIBIT D  
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Exhibit A-1 Oil & Gas Leases  
 Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and  
 between Forest Oil Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

**BLM Leases, MMS Leases, and State of Alaska Leases**  
**RECORDING INFORMATION**

| LESSOR                     | LESEE            | LEASE DATE | BOOK | PAGE | SERIAL # | DISTRICT  | DESCRIPTION   |
|----------------------------|------------------|------------|------|------|----------|-----------|---|
| STATE OF ALASKA ADL 339111 | RICHARD E WAGNER | 12/1/1983  | 1852 | 446  |          | ANCHORAGE | West McArthur River Unit, Tract 1<br><br>T. 8 N., R. 14W., Seward Meridian, Alaska<br><br>Section 3: Protracted, All; 640.00 acres;<br>Section 4: Protracted, All; 640.00 acres;<br>Section 5: Unsurveyed, All tide & submerged lands; 485.00 acres;<br>Section 6: Unsurveyed, All tide & submerged lands; 130.00 acres;<br>Section 7: Unsurveyed, All tide & submerged lands; 630.00 acres;<br>Section 8: Unsurveyed, All tide & submerged lands; 630.00 acres;<br>Section 10: Protracted, All; 640.00 acres;<br>Section 15: Protracted, All; 640.00 acres;<br>Section 16: Unsurveyed, All tide & submerged lands; 390.00 acres;<br>containing 4,175.00 acres, more or less. |
| STATE OF ALASKA ADL 339112 | RICHARD E WAGNER | 12/1/1983  | 1952 | 464  |          | ANCHORAGE | West McArthur River Unit, Tract 2<br><br>T. 8 N., R. 14W., Seward Meridian, Alaska<br><br>Section 21: Unsurveyed, All tide and submerged lands, 125.00 acres;<br>Section 22: Unsurveyed, All tide and submerged lands, 635.00 acres;<br>Section 23: Protracted, All; 640.00 acres;<br>Section 27: Unsurveyed, All tide and submerged lands, 485.00 acres;<br>Section 34: Unsurveyed, All tide and submerged lands, 260.00 acres;<br>containing 2,155.00 acres, more or less.  |

Exhibit A-2: State ROW's  
 Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Oil Corporation, as Assignee, and Forest Alaska Holding LLC, as Assignor.

| LESSOR   | LESEE                           | SURFACE LEASEES, WATER RIGHTS | Right-of-Ways & Water Rights<br>LEASE DATE | RECORDING INFORMATION<br>BOOK PAGE | SERIAL # | DISTRICT  | DESCRIPTION   |
|--|---------------------------------|-------------------------------|--|------------------------------------|----------|-----------|---|
| STATE OF ALASKA ADL 21452<br>AMENDED 1/2002      | STATE OF ALASKA WATER FEES LAS  | FOREST OIL CORPORATION        | 3/1/2003                                   |                                    |          | ANCHORAGE | ANCHORAGE Right-of-way extending a width of 50 feet on either side of the centerline and 20,570.59 feet in length located in Sections 1, 2, 3, 4 and 5, Township 8 North, Range 14 West and Section 6, Township 8 North, Range 13 West, Seward Maritime containing approximately 63.52 acres.   |
| STATE OF ALASKA ADL 220142                       | STATE OF ALASKA ADL 35400 ROW   | MARATHON OIL COMPANY          | 4/12/1988                                  | 3502 893-999                       |          | KENAI     | A Right-of-way located within Sections 10, 11 & 14, Township 7 North, Range 14 West, Seward Maritime, containing approximately 21.53 acres.   |
| STATE OF ALASKA ADL 227854 ROW                   | FOREST OIL COMPANY              |                               | 5/1/2003                                   |                                    |          | KENAI     | An area of tide and submerged land within Section 10, 11, and 14, Township 7 North, Range 14 West, Seward Maritime, off the West Forkland, Creek Inlet 9, 290 feet long by 100 feet wide, containing approximately 21.23 acres.   |
| STATE OF ALASKA ADL 228217 ROW                   | FOREST OIL CORPORATION          |                               | 3/1/2004                                   |                                    |          | ANCHORAGE | Right-of-way of varying width and 38,840.78 feet in length located within Sections 4 & 6, Township 8 North, Range 14 West; Sections 25, 26, 34 and 35, Township 9 North, Range 14 West; and Sections 17, 19, 20 and 30, Township 9 North, Range 13 West, Seward Maritime, containing 82.51 acres.   |
| STATE OF ALASKA ADL 34813 ROW                    | ATLANTIC RICHFIELD CO           |                               | 6/7/1988                                   | 3215                               | 672      | ANCHORAGE | Alaska Tideland Survey (ATS) 6567 containing 165.2 acres, more or less, located within Sections 32 and 33, Township 9 North, Range 14 West, Seward Maritime, recorded in the Anchorage Recording District on August 23, 2000 as Plat 2804-85. Alaska Tideland Survey (ATS) 1818 containing 6.00 acres, more or less, located within Section 32, Township 9 North, Range 14 West, recorded in the Anchorage Recording District on October 24, 2002 as Plat 2002-132. |
| STATE OF ALASKA ADL 32549 ROW,<br>AMENDED 1/2002 | UNOCAL CORPORATION              |                               | 6/13/1986                                  | 3260                               | 899      | ANCHORAGE | A Right-of-way located in Sections 3, 4 and 5, Township 8 North, Range 14 West, Seward Maritime, commanding at the mean high water line and extending seaward 12,563.10 feet in length and 100 feet in width, 50 feet each side of the centerline of the pipe, containing approximately 25.85 acres.  |
| STATE OF ALASKA ADL 224487 ROW                   | MARATHON OIL COMPANY            |                               | 2/16/1990                                  | 2040                               | 181      | ANCHORAGE | A Right-of-way for two 10 3/4" gas pipelines and one 8 5/8" oil pipeline and the areas encompassing the Steelhead Platform lying within Sections 2, 3, 4, 5, T8N, R14W; Sections 31, 32, 33, T8N, R13W; and Section 36, T8N, R14W, Seward Maritime, running 34,248 feet in length and shall extend a width of 60 feet containing approximately 47.40 acres.   |
| STATE OF ALASKA ADL 221085 ROW                   | MARATHON OIL COMPANY            |                               | 5/10/1988                                  | 332                                | 379      | ANCHORAGE | A drilled wall, 116 feet deep, within NW1/4 SW1/4 Protacted Section 5, Township 8 North, Range 14 West, Seward Maritime. The location to which this water right appurts is: A parcel of land lying within the Anchorage Recording District, Third Judicial District, State of Alaska, and within the NW 1/4 of Protacted Section 5 of Cudahet Survey Township 8 North, Range 14 West, Survey of State Land Adm. No. 32228.  |
| STATE OF ALASKA ADL 42914 ROW                    | MARATHON OIL COMPANY            |                               | 10/20/1970                                 | 196                                | 63       | ANCHORAGE | A Right-of-way extending a width of 50 feet on either side of the centerline and undetermined length located within Sections 29, 31 and 32, Township 9 North, Range 13 West; Sections 3, 4 and 5, Township 8 North, Range 14 West; and Sections 35 and 36, Township 9 North, Range 14 West, Seward Maritime, containing approximately 71.51 acres.  |
| STATE OF ALASKA ADL 32816 ROW                    | UNION OIL COMPANY OF CALIFORNIA |                               | 7/22/1986                                  | 3233                               | 183      | ANCHORAGE | A Right-of-way located within S1/2 Sec 32, T8N, R14W, Seward Maritime, running 1320 feet in length, extending a width of approximately 400 feet containing approximately 12.10 acres, further described as in the Marathon Oil Company Plat for application of Right-of-way permit dated November 1984 at a scale of 1=200.   |
| STATE OF ALASKA ADL 220662                       | MARATHON OIL COMPANY            |                               | 1/1/1994                                   | 2574                               | 560      | ANCHORAGE |   |

FOC 000457

EXHIBIT  
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Attached to and made a part of that certain Assignment and Bill of Sale dated November 1, 2006 by and between Forest Oil Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

## Exhibit A-3 Other ROWs

| FOC NUMBER   | GRANTOR               | GRANTEE          | RIGHTS-OF-WAYS AND EASEMENTS<br>RECORDING<br>BOOK PAGE  | DATE            | RECORDING<br>REFERENCE<br>BOOK PAGE | RECORDING<br>DISTRICT   | LEGAL DESCRIPTION |  |
|--------------|-----------------------|------------------|---|-----------------|-------------------------------------|---|-------------------|--|
| 00571-980003 | COOK INLET REGION INC | FOREST OIL CORP. | A STRIP EASEMENT, ONE HUNDRED TEN (110 FEET) WIDE OVER<br>SECTIONS 9 AND 10, T7N, R14E, KENAI PENINSULA BOROUGH,<br>ANCHORAGE RECORDING DISTRICT, SEWARD MERIDIAN LYING FIFTY<br>FIVE (55) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED EASEMENT<br>CENTERLINE: | 2003 04/23/10-0 | ANCHORAGE                           | UNITED STATES SURVEY NO. 4526, corner 2,<br>marked by a 3-1/4" brass capped monument, Thence; Course: N42°05'10" W<br>Length: 267.44' to the point of intersection of this centerline description and a line<br>between two 2" aluminum capped monuments, set, one bearing N40°33'34"<br>E208.20' and the other bearing S 40°33'-34 W 331.11'. Thence; Course: N 42°05'-<br>10" W Length: 565.42' to a point at which a 2-1/4" brass capped monument, found,<br>corner 2 of United States Survey 4526 bears S 47°54'.50 W 158.22'. Thence;<br>Course: N 42°05'-10" W Length: 1103.11' to a 2-1/2" aluminum monument, set,<br>marked STA 113-78.30, Thence; Course: N 52°50'-24 W Length: 348.07', Thence;<br>Course: N 80-38-51 W Length: 476.43', Thence; Course: S 85-06-10 W Length:<br>1122.86', Thence; Courses: N 51-18-25 W Length: 1041.07', Thence; Courses: N 68-<br>53-36 W Length: 418.59', Thence; Course: S 68-12-52 W Length: 371.35'. |                   |  |

AND  
A STRIP EASEMENT, 30' ON EITHER SIDE OF THE FOLLOWING DESCRIBED  
CENTERLINE:  
Beginning at a BLM brass capped monument at the northeast corner of Lot 2 of  
U.S. Survey No. 12121, corner 2, found, Thence; S 88-28-58 E 878.43' to a 2-1/2"  
aluminum monument, set, marked STA 224-23.12 at the intersection of this  
centerline description and the north boundary of U.S. Survey No. 12121, the true point of  
beginning of this description, Thence; Course: N 08-54-45 E Length: 1103.86',  
Thence; Course: N 01-20-27 W Length: 208.25', Thence; Course: N 08-25-37 W  
Length: 380.81', Thence; Course: N 00-38-21 E Length: 201.14', Thence; Course:  
N 22-51-11 E Length: 179.50', Thence; Course: N 33-31-58 E Length: 175.75',  
Thence; Course: N 38-48-16 E Length: 170.17', Thence; Course: N 27-09-15 E  
Length: 217.02', Thence; Course: N 18-51-43 E Length: 187.15', Thence; Course:  
N 13-15-47 E Length: 315.18', Thence; Course: N 01-21-08 E Length: 228.05',  
Thence; Course: N 08-05-31 W Length: 407.01', Thence; Course: N 17-42-13 W  
Length: 107.72', Thence; Course: N 23-09-38 W Length: 282.63', Thence; Course:  
N 00-11-54 E Length: 212.24',  
Thence; Course: N 34-57-46 E Length: 213.50', Thence; Course: N 45-21-14 E  
Length: 767.83', Thence; Course: N 46-04-35 E Length: 480.37' to a 2-1/2'  
aluminum monument, set, marked STA 282-47.55, Thence; Course: N 24-34-41 E  
Length: 116.24', Thence; Course: N 06-22-43 E Length: 183.91', Thence; Course:  
15-56-44 W Length: 161.52', Thence; Course: N 37-02-12 W Length: 277.57',  
Thence; Course: N 38-40-05 W Length: 250.50', Thence; Course: N 14-45-47 W  
Length: 162.62', Thence; Course: N 08-40-27 E Length: 112.55', Thence; Course:  
N 26-24-58 E Length: 1173.00', Thence; Course: N 33-16-05 E Length: 358.93',  
Thence; Course: N 42-00-35 E Length: 213.73', Thence; Course: N 50-38-22 E  
Length: 231.42', Thence; Course: N 30-50-13 E Length: 128.55', Thence; Course:  
N 19-01-25 E Length: 1047.26', Thence; Course: N 16-38-44 E Length: 1167.05' to  
a 2-1/2" aluminum monument, set, marked STA 338-80.56, Thence; Course: N 21-  
29-53 E Length: 305.60', Thence; Course: N 38-33-13 E Length: 465.01', Thence;  
Course: N 26-17-24 E Length: 484.43'.

FOC 000458

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D

Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Oil Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

**Right-of-Ways and Easements**

| FOC NUMBER | GRANTOR | DATE | BOOK | PAGE | REFERENCE | RECORDING DISTRICT | LEGAL DESCRIPTION |
|------------|---------|------|------|------|-----------|--------------------|-------------------|
|            |         |      |      |      |           |                    |                   |

Thence; Course: N 02-39-58 E Length: 101.27' Thence; Course: N 18-39-35 W Length: 1283.37' Thence; Course: N 06-23-18 W Length: 151.78' Thence; Course: N 26-05-04 E Length: 144.50' Thence; Course: N 12-49-58 W Length: 175.22' Thence; Course: N 40-10-59 W Length: 574.25' Thence; Course: N 46-51-15 W Length: 151.77' Thence; Course: N 58-12-47 W Length: 143.68' Thence; Course: N 70-44-23 W Length: 156.57' Thence; Course: N 65-00-03 W Length: 460.31' Thence; Course: N 63-30-04 W Length: 222.32' to the intersection of this centerline describing out that portion of the boundary of United States Survey No. 11685 Thence; survey 11685, Course: N 64-51-11 W Length: 93.34' to the intersection of this centerline description and the west boundary of United States Survey No. 11685 Thence; Course: N 57-02-38 W Length: 161.80' to a 2½" aluminum monument, set, marked STA 385+94.88 Thence; Course: N 32-49-56 W Length: 629.77' Thence; Course: N 20-55-55 W Length: 92.38' Thence; Course: N 06-00-17 W Length: 298.13' Thence; Course: N 06-00-17 W Length: 187.13' E Length: 181.07' Thence; Course: N 15-36-23 E Length: 127.75' Thence; Course: N 25-42-51 E Length: 298.23' Thence; Course: N 21-22-53 E Length: 328.36' Thence; Course: N 10-49-26 E Length: 183.51' Thence; Course: N 12-07-59 W Length: 94.39' Thence; Course: N 30-27-23 W Length: 218.07' Thence; Course: N 34-00-19 W Length: 485.31' Thence; Course: N 27-25-34 W Length: 191.60' Thence; Course: N 35-09-33 W Length: 92.96' Thence; Course: N 44-19-05 W Length: 304.34' Thence; Course: N 51-26-28 W Length: 798.85' Thence; Course: N 47-02-38 W Length: 119.52' Thence; Course: N 44-26-14 W Length: 442.86' to a 2½" aluminum monument, set, marked STA 442-92.53 Thence; Course: N 01-20-43 E Length: 153.82' Thence; Course: N 18-12 E Length: 316.76' Thence; Course: N 54-23-46 E Length: 232.76' Thence; Course: N 45-40-05 E Length: 92.20' Thence; Course: N 26-03-33 E Length: 86.09' Thence; Course: N 07-33-28 E Length: 136.20' Thence; Course: N 15-31-37 W Length: 354.70' Thence; Course: N 22-11-48 E Length: 111.53' Thence; Course: N 03-22-08 E Length: 227.51'

Thence; Course: N 47-08-58 W Length: 121.05' Thence; Course: N 00-03-04 E Length: 49.61' Thence; Course: N 45-00-52 E Length: 78.35' Thence; Course: N 43-59-56 W Length: 234.57' Thence; Course: N 65-43-43 W Length: 75.22' Thence; Course: N 44-22-33 W Length: 385.21' Thence; Course: N 45-32-17 W Length: 649.22' Thence; Course: N 60-02-45 W Length: 94.41' Thence; Course: N 78-46-50 W Length: 68.61' Thence; Course: S 85-04-07 W Length: 189.43' Thence; Course: N 72-58-13 W Length: 103.46' Thence; Course: N 45-49-49 W Length: 111.72' Thence; Course: N 27-17-49 W Length: 85.39' Thence; Course: N 08-54-56 W Length: 111.24' Thence; Course: N 15-09-43 W Length: 147.78' Thence; Course: N 28-44-45 W Length: 258.61' Thence; Course: N 34-46-11 W Length: 158.59' Thence; Course: N 41-56-10 W Length: 284.75' to a 2½" aluminum monument, set, marked STA 494+68.06 Thence; Course: N 38-04-48 W Length: 399.53' Thence; Course: N 22-18-00 W Length: 611.66'

Exhibit A-3 Other ROW's  
 Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and  
 between Forest Oil Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

| FOC NUMBER | GRANTOR | GRANTEE | DATE | BOOK | PAGE | REFERENCE | RECORDING | DISTRICT | RIGHTS-OF-WAYS AND EASEMENTS | RECORDING | DISTRICT | LEGAL DESCRIPTION |
|------------|---------|---------|------|------|------|-----------|-----------|----------|------------------------------|-----------|----------|-------------------|
|            |         |         |      |      |      |           |           |          |                              |           |          |                   |

FOC 000460

EXHIBIT D  
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Exhibit A-3 Other ROW's

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Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Oil Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

## Exhibit A-3 Other ROW's

|              |                                      | Right-of-ways and Easements |      |          |           |                    |   |
|--------------|--------------------------------------|-----------------------------|------|----------|-----------|--------------------|---|
| FOC NUMBER   | GRANTOR                              | DATE                        | BOOK | PAGE     | REFERENCE | RECORDING DISTRICT | LEGAL DESCRIPTION   |
| 00571-990004 | SALAMATOF NATIVE ASSOCIATION INC     | 8/1/2002                    | 2003 | 042509-0 | ANCHORAGE | T8N R14W           | Sec 8; A DEEPLINED GRAVEL PIT WHICH IS PART OF THE SURFACE ESTATE OF SALAMATOF WITHIN THAT CERTAIN FIVE ACRE UNSURVEYED PARCEL OF REAL PROPERTY LOCATED IN THE NW1/4, HEREIN REFERRED TO AS THE LEASED PREMISES. FOREST USES THIS LAND TO STORE EQUIPMENT AND THE COST IS SPILT BETWEEN WEST MCARTHUR RIVER AND REDDOUT UNIT. |
| 00573-990003 | LORENCE B SNODGRASS ET UX            | 11/6/1992                   | 234  | 115      | ANCHORAGE | T8N R14W           | Sec 6; PROTRACTED PIPELINE ROW CONSISTING OF A STRIP OF LAND 30' WIDE AND 80' IN AVERAGE LENGTH RUNNING IN A NORTH-SOUTH DIRECTION AND CROSSING THE WESTERLY CORNER OF LOT 1 OF U S SURVEY NO 3974 IN PROTRACTED SECTIONS 5 & 8, BN -14W, SEMIARD MERIDIAN, AS FURTHER DESCRIBED IN LEASE.                                    |
| 00573-990007 | SALAMATOF NATIVE ASSOCIATION         | 1/1/2000                    |      |          | ANCHORAGE | T8N R14W           | Sec 6; A PARCEL OF LAND LYING WITHIN THE SEA# AS MORE FULLY DESCRIBED IN LEASE, UPON WHICH AN AIRSTRIP IS CONSTRUCTED AND USED FOR REMOTE OIL PRODUCTION FACILITY BN-14W-SEC. 6; PARCEL IN SEA# (AIRSTRIP)  |
| 00573-990008 | LORENCE SNODGRASS AND NINA SNODGRASS | 5/23/1978                   | 803  | 369      | ANCHORAGE | T8N R14W           | Sec 3; Sec 8; RIGHT-OF-WAY COMPRISING A STRIP OF LAND 30 FEET WIDE AND APPROXIMATELY 145 FEET IN LENGTH, RUNNING IN A NORTH-SOUTH DIRECTION AND CROSSING THE WESTERLY CORNER OF LOT 1, MORE FULLY DESCRIBED IN LEASE  |

FOC 000461

EXHIBIT  
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**Attached to and made a part of that certain Assignment and Bill of Sale dated November 1, 2006 by and between Forest Oil Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee Exhibit A-3 Other ROWS**

| FOC NUMBER  | GRANTOR                         | GRANTEE            | DATE      | BOOK | PAGE | REFERENCE     | RECORDING | DISTRICT        | LEGAL DESCRIPTION |
|---|---------------------------------|--------------------|-----------|------|------|---------------|-----------|-----------------|-------------------|
| 080573-980012   | UNION OIL COMPANY OF CALIFORNIA | FOREST OIL COMPANY | 9/29/2006 |      |      | 2005 074585-0 | ANCHORAGE | Seward Meridian | TBN R14W          |
| <p><b>Right-of-Ways and Easements</b></p> <p>Sec 5; A STRIP OF LAND 30 FT. IN WIDTH WITHIN SECTION 5 AND SECTION 6; WITHIN ADL NO. 32289 FILED AS PLAT NO. 57-9 ANCHORAGE RECORDING DISRICT AND ADL 37598 AMENDED FILED AS PLAT NO. 74-5 KENAI RECORDING DISTRICT, THE KENAI PENINSULA BOROUGH AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT ADL 32289 W.C.M.C. 4 IDENTICAL TO U.S. SURVEY NO. 4520 AMENDED CS1 W.C.M.C.</p> <p>MARKEAD A BRASS CAPPED SURVEY MONUMENT FOUND: THENCE S. 66°30'25" W 682.57 FT. ALONG THE COMMON PROPERTY LINE WITH ADL 32289 AND LOT 1 U.S. SURVEY NO. 4520 AMENDED (ALL BEARING AND DISTANCES WITHIN THIS DESCRIPTION REFER TO A.S.P. ZONE 4 NAD27 GRID), THENCE N 23°28'35" W 15 FT. ALONG A LINE PERPENDICULAR TO SAID PROPERTY LINE TO THE CENTERLINE OF THE FOC 6" DIAMETER PIPELINE EASEMENT BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION;</p> <p>THENCE S. 66°30'25" W 289.25 FT. ALONG THE CENTERLINE OF THE 30" FOC 6" DIAMETER PIPELINE EASEMENT BEING PARALLEL AND OFFSET 15 FT. NORTHERLY OF SAID PROPERTY LINE TO PROPOSED PIPELINE STA. 3+08.47;</p> <p>THENCE N 20°27'05" W 370.57 FT. ALONG CENTERLINE OF THE 30" FOC 6" DIAMETER PIPELINE EASEMENT TO PROPOSED PIPELINE STA. 6+78.13;</p> <p>THENCE N 85°21'06" W 84.27 FT. ALONG CENTERLINE OF THE 30" FOC 6" DIAMETER PIPELINE EASEMENT TO PROPOSED PIPELINE STA. 7+63.40;</p> <p>THENCE N 83°14'42" W 102.27 FT. ALONG CENTERLINE OF THE 30" FOC 6" DIAMETER PIPELINE EASEMENT TO PROPOSED PIPELINE STA. 8+85.87;</p> <p>THENCE N 61°47'47" W 35.17 FT. ALONG CENTERLINE OF THE 30" FOC 6" DIAMETER PIPELINE EASEMENT TO PROPOSED PIPELINE STA. 9+00.84;</p> <p>THENCE N 23°18'07" W 47.83 FT. ALONG CENTERLINE OF THE 30" FOC 6" DIAMETER PIPELINE EASEMENT TO PROPOSED PIPELINE STA. 9+48.86.</p> <p>THE CIRCS TE IN POINT, BEING THE POINT OF TERMINATION OF THIS DESCRIPTION WITHIN NE44 (FRACIONAL) OF SAID SECTION 6 AND ADL 37598 AMENDED THUS EMBRACING 27.84 SQUARE FEET OR 0.64 ACRES MORE OR LESS.</p> |                                 |                    |           |      |      |               |           |                 |                   |

FOC 000462

EXHIBIT  
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Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest On Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

## Exhibit A-3 Other ROW's

| Right-of-Ways and Easements |  |           |      |      |           |  |
|-----------------------------|--|-----------|------|------|-----------|--|
| FOC NUMBER                  | GRANTOR  | DATE      | BOOK | PAGE | REFERENCE | RECORDING DISTRICT   |
| 00575-990001                | COOK INLET REGION INC                                    | 1/1/1990  | 2019 | 708  |           | ANCHORAGE T8N R14W   |
|                             | STEWART PETROLEUM COMPANY                                |           |      |      |           | Sec 28; COMMENCING AT A POINT IN THE SW CORNER OF THE AIRSTRIP LOCALLY KNOWN AS THE PAN AMERICAN PETROLEUM AIRSTRIP (ABANDONED), SAID CORNER BEING THE TRUE POINT OF BEG. TH N 48° DEG 30'W, APPROXIMATELY 1.800'-TH N 52° DEG 45' E, APPROXIMATELY 1,300' TO THE MEAN HIGH WATER LINE OF THE COOK INLET, TH IN A SOUTHERLY DIRECTION ALONG THE MEAN HIGH WATER LINE OF COOK INLET, APPROXIMATELY 3,750'; TH N 48° DEG 30' W, APPROXIMATELY 1,580' TO THE TRUE POINT OF BEG, ALL LOCATED WITHIN THE ANCHORAGE RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA |
|                             |  |           |      |      |           | THE SUBSURFACE ESTATE TO A DEPTH OF 2,000 FEET FROM THE EXISTING SURFACE CONTOUR IN THE ABOVE DESC. PROPERTY   |
|                             |  |           |      |      |           | SEWARD MERIDIAN ALASKA<br>THIS IS AN EASEMENT FEE  |
|                             |  |           |      |      |           |  |
| 00575-990002                | SALAMATOF NATIVE ASSOC INC                               | 1/1/1990  | 2019 | 708  |           | ANCHORAGE T8N R14W   |
|                             | STEWART PETROLEUM COMPANY                                |           |      |      |           | Sec 5; (FRACTIONAL), EXCLUDING TRACT A OF US SURVEY 353; US SURVEY 3874, LOTS 1 & 2, US SURVEY 4566 AND THOSE LANDS DESCRIBED IN ALASKA STATE PATENT NO. 700 TO THE KENAI PENINSULA BOROUGH DATED 1-12-88.   |
|                             |  |           |      |      |           | See 6; (FRACTIONAL), EP 2, NW 1/4, NE 1/4 SW 1/4, EXCLUDING US SURVEY 3874, LOTS 1, 2  |
|                             |  |           |      |      |           | Sec 9; (FRACTIONAL)  |
|                             |  |           |      |      |           | See 10; (FRACTIONAL), NW 1/4, N 1/2 SW 1/4;  |
|                             |  |           |      |      |           | See 12; N 1/2 NE 1/4, SE 1/4 NE 1/4<br>SEWARD MERIDIAN ALASKA<br>SURFACE LEASE EASEMENT  |
|                             |  |           |      |      |           | CONTAINING APPROXIMATELY 700 ACRES   |
|                             |  |           |      |      |           |  |
| 00575-990005                | BUREAU OF INDIAN AFFAIRS ON BEHALF OF JOSEPH C. MOSQUITO |           |      |      |           | ANCHORAGE A 60 FOOT WIDE ROW, LOT 1 OF THE LAND EMBRACED IN AMENDED US SURVEY 4520, ALASKA, SITUATED ON THE WESTERLY SHORE OF COOK INLET APPROXIMATELY 7 MILES NORTHWESTERLY OF WEST FORELAND.   |
| 00575-990006                | COOK INLET REGION INC                                    | 8/11/1996 | 1487 | 675  |           | 2003 04/23/04-0 ANCHORAGE SUBSURFACE EASEMENT, 20' IN WIDTH, TO A DEPTH OF 25' BELOW THE NATURAL SURFACE CONTOUR, BENEATH REAL ESTATE LOCATED IN THE KENAI PENINSULA BOROUGH, STATE OF ALASKA, 3RD JUDICIAL DISTRICT, ANCHORAGE RECORDING DISTRICT. THE EASEMENT IS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, ATTACHED TO AND MADE PART OF THE EASEMENT.   |
|                             | STEWART PETROLEUM COMPANY                                | 3/31/1995 |      |      |           |  |

Exhibit A-3 Other ROW's

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FOC 000463

EXHIBIT

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Attached to and made a part of that certain Assignment and Bill of Sale dated November 1, 2006 by and between Forest Oil Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

## Exhibit A-3 Other ROW's

|              |   |
|--------------|---|
| FOC NUMBER   | GRANTOR   |
| 00575-990010 | RONALD T DOLCHOK AND SHERIAN E MARVIN REPRESENTED BY THE BUREAU OF INDIAN AFFAIRS |

| Right-of-ways and Easements |           |      |      |             |           |
|-----------------------------|-----------|------|------|-------------|-----------|
| RECORDING                   | RECORDING | BOOK | PAGE | REFERENCE   | DISTRICT  |
|                             |           |      |      | E2024835858 | ANCHORAGE |
|                             |           |      |      |             | TBN R4W   |

|                        |          |
|------------------------|----------|
| GRANTEE                | DATE     |
| FOREST OIL CORPORATION | 9/4/2002 |

Sec 21: COMMENCING AT A BLK BRASS CAPPED MONUMENT, CORNER 4, THE SOUTHWEST CORNER OF SAID UNITED STATES SURVEY 11885, DATED 1896; THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE ALONG THE WEST BOUNDARY OF SAID UNITED STATES SURVEY COURSE N 90 DEGREES 00'00"E, A DISTANCE OF 110.54 FEET; THENCE COURSE: S 65 DEGREES 00'14"E, A DISTANCE OF 281.69 FEET TO THE SOUTH BOUNDARY OF SAID UNITED STATES SURVEY 11885; THENCE ALONG SAID SOUTH BOUNDARY COURSE: N 90 DEGREES 00'00"W, A DISTANCE OF 237.99 FEET TO THE POINT OF BEGINNING THUS EMBRACING AN AREA: CONTAINING 0.30 ACRES (13,104 SQ. FT.), MORE OR LESS.

AN EASEMENT FOR RIGHT-OF-WAY FOR THE USE, INSTALLATION, CONSTRUCTION AND MAINTENANCE OF AN EXISTING ROADWAY AND A 6" GAS PIPELINE, AND AN 8" OIL PIPELINE, AND RELATED PIPELINE, POWER CABLES AND PIPELINE/TELECOMMUNICATION CABLES OVER AND ACROSS THOSE CERTAIN LANDS DESCRIBED AS FOLLOWS: A 13,104 SQ. FT. AREA LOCATED IN PROTRACTED SECTION 21, TBN, R4W, SEWARD MERRIDIAN, DEPICTED ON THE SURVEY DATED AUGUST 26, 2002, ATTACHED TO LEASE AS EXHIBIT A, AND MORE SPECIFICALLY DESCRIBED ABOVE.

FOC 000464

EXHIBIT  
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Attached to and made a part of that certain Assignment and Bill of Sale dated November 1, 2006 by and between Forest Oil Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

## Exhibit A-3 Other ROWs

| FOC NUMBER   | GRANTOR  | GRANTEE                | DATE       | BOOK | PAGE      | REFERENCE | RECORDING | DISTRICT | RECORDING      | BOOK | PAGE | REFERENCE | RECORDING | DISTRICT | RECORDING | BOOK | PAGE | REFERENCE | RECORDING | BOOK | PAGE | REFERENCE | RECORDING | DISTRICT | LEGAL DESCRIPTION |
|--------------|--|------------------------|------------|------|-----------|-----------|-----------|----------|----------------|------|------|-----------|-----------|----------|-----------|------|------|-----------|-----------|------|------|-----------|-----------|----------|-------------------|
| 00575-99001  | BARBARA M STEVENS A 47826<br>BY THE BUREAU OF INDIAN AFFAIRS | FOREST OIL CORPORATION | 11/13/2002 | 2003 | 02/1223-0 | ANCHORAGE | TBN       | R14W     | Seward Neidian |      |      |           |           |          |           |      |      |           |           |      |      |           |           |          |                   |
| 00584-990001 | JOHN ROBERT HANSEN<br>AND VIOLA HANSEN                       | PHILLIPS ALASKA, INC.  | 5/16/2001  | 309  | 885       |           |           |          | HOMER          |      |      |           |           |          |           |      |      |           |           |      |      |           |           |          |                   |
| 00584-990002 | CALASKA INC F/K/A SECON INC                                  | PHILLIPS ALASKA, INC.  | 7/1/2001   | 318  | 322       |           |           |          | HOMER          |      |      |           |           |          |           |      |      |           |           |      |      |           |           |          |                   |

Sec 5: COMMENCING AT CORNER 6, A WOMC, LOT 1, U.S.  
SURVEY 4520, ALASKA, THENCE S86 DEGREES  
2805'N, 478.11 FT. ALONG THE NORTH BOUNDARY OF  
LOT 1, U.S. SURVEY 4520, TO CORNER 1, THE POINT  
OF BEGINNING (P.O.B.) THENCE S22 DEGREES  
1230'E, 40.36 FT. TO CORNER 2, THENCE S88  
DEGREES 2807'W, 191.26 FT. TO CORNER 3, THENCE  
S22 DEGREES 1230'E, 131.83 FT. TO CORNER 4;  
THENCE S86 DEGREES 2807'W, 15 FT. TO CORNER 5;  
THENCE S22 DEGREES 1230'E, 2021.32 FT. TO  
CORNER 6; THENCE S49 DEGREES 2040'E, 44.71 FT.  
TO CORNER 7; THENCE S89 DEGREES 1350'E, 437.96  
FT. TO CORNER 8; THENCE S73 DEGREES 2907'E,  
150.41 FT. TO CORNER 9; THENCE S39 DEGREES  
2825'E, 127.17 FT. TO THE SOUTH BOUNDARY OF  
LOT 1, U.S. SURVEY 4520, TO CORNER 10; THENCE  
ALONG SAID BOUNDARY S86 DEGREES 3229'W, 38.84  
FT. TO CORNER 11; THENCE N39 DEGREES 2825'W,  
70.85 FT. TO CORNER 12; THENCE N73 DEGREES  
2907'E, 290.22 FT. TO CORNER 13; THENCE N89  
DEGREES 1350'W, 459.30 FT. TO CORNER 14;  
THENCE N49 DEGREES 2040'W, 102.11 FT. TO  
CORNER 15; THENCE N22 DEGREES 1720'W, 2.222.24  
FT. TO CORNER 16; THENCE N86 DEGREES 2807'E,  
301.28 FT. TO CORNER 1, THE P.O.B. CONTAINING  
6.73 ACRES MORE OR LESS. SEE EXHIBIT B, WHICH  
IS ATTACHED AND MADE A PART OF THE R.O.W.  
EASEMENT FOR R.O.W. FOR SPECIFIC USE, OPERATION  
AND MAINTENANCE OF AN EXISTING ROADWAY BETWEEN  
THE WEST MACARTHUR RIVER UNIT FACILITY AND THE  
TRADING BAY PRODUCTION FACILITY, TWO 6" OIL  
PIPELINES, TWO 6" NATURAL GAS PIPELINES, ONE  
COMMUNICATIONS CABLE AND THE MOSQUITO STATION  
TANK FARM, AS DEFINED IN EXHIBIT A, WHICH IS  
ATTACHED AND MADE A PART OF THE LEASE, ACROSS  
THE ABOVE DESCRIBED LAND.

T4S R15W  
Sec 1: W2/5NW  
Sec 2: NE4/SE4, LOT 4

T4S - R15W, S.M.  
SEC. 2: SESE  
SEC. 11: NENE  
SEC. 12: NWNW  
CONTAINING 120.00 ACRES, ML

Exhibit A-3 Other ROWs  
 Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and  
 between Forest Oil Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

| Right-of-ways and Easements |                              |           |                     |                    |  |
|-----------------------------|------------------------------|-----------|---------------------|--------------------|--|
| FOC NUMBER                  | GRANTOR                      | DATE      | RECORDING           | RECORDING DISTRICT | LEGAL DESCRIPTION  |
| 00603-990001                | SALAMANOF NATIVE ASSOCIATION | 8/27/1999 | BOOK PAGE REFERENCE | ANCHORAGE TN R14W  | <p>Sec 3: RIGHT &amp; PRIVILEGE OVER THESE LANDS</p> <p>Sec 4: RIGHT &amp; PRIVILEGE OVER THESE LANDS</p> <p>Sec 5: RIGHT &amp; PRIVILEGE OVER THESE LANDS</p> <p>Sec 10: RIGHT &amp; PRIVILEGE OVER THESE LANDS<br/>T8N R14W</p> <p>Sec 16: RIGHT &amp; PRIVILEGE OVER THESE LANDS</p> <p>Sec 21: RIGHT &amp; PRIVILEGE OVER THESE LANDS</p> <p>Sec 28: RIGHT &amp; PRIVILEGE OVER THESE LANDS</p> <p>Sec 33: RIGHT &amp; PRIVILEGE OVER THESE LANDS</p> <p>Sec 34: RIGHT &amp; PRIVILEGE OVER THESE LANDS</p> <p>RIGHT &amp; PRIVILEGE OF ACCESS OVER &amp; ACROSS LANDS OWNED BY SALAMANOF NATIVE ASSOC TO FORCE FACILITIES &amp; LEASES AND TO SURVEY, CLEAR, EXCAVATE FOR, CONSTRUCT, OPERATE, MAINTAIN, PROTECT A 50 FT WIDE TRANSPORTATION CORRIDOR, COMPRISING APPROX. 80 ACS</p> <p>SEWARD MERIDIAN<br/>KENAI PENINSULA BOROUGH</p> |

FOC 000466

EXHIBIT D  
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Exhibit A-4 Other Land  
 Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Oil Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

| FOREST<br>LEASE NO. | LESSOR or GRANTOR                   | LESSEE or GRANTEE     | LEASE<br>DATE | RECORDING<br>DISTRICT | PROSPECT NAME                 | RECORDING<br>BOOK PAGE |
|---------------------|-------------------------------------|-----------------------|---------------|-----------------------|-------------------------------|------------------------|
| 00584-990001        | JOHN ROBERT HANSEN AND VIOLA HANSEN | PHILLIPS ALASKA, INC. | 5/16/2001     | ANCHORAGE             | COSMOPOLITAN (Cape Stachikov) | 309 885                |
| 00584-990002        | COLASKA, INC. F/K/A SECON, INC      | PHILLIPS ALASKA, INC. | 7/1/2001      | ANCHORAGE             | COSMOPOLITAN (Cape Stachikov) | 318 322                |
| 00573-990012        | UNION OIL COMPANY OF CALIFORNIA     | FOREST OIL COMPANY    | 9/29/2005     | ANCHORAGE             | TRADING BAY                   |                        |
| 00573-SD0001        | STATE OF ALASKA ADL 37596 FEE       | FORCENERGY INC        | 12/30/1986    | ANCHORAGE             | TRADING BAY                   | 3015 107               |
| 00573-SD0002        | MARATHON OIL COMPANY                | FORCENERGY INC        | 12/30/1986    | ANCHORAGE             | TRADING BAY                   | 3015 109               |
| 00573-SD0003        | KUSTATAN WASTE DISPOSAL             | MARATHON OIL COMPANY  | 10/1/1986     | ANCHORAGE             | TRADING BAY                   | 3066 361               |
| 00571-SD0001        | FRED H ELVSAAS                      | FORCENERGY INC        | 4/20/2000     | ANCHORAGE             | REDoubt SHoal                 | 975 678                |
| 00571-SD0002        | FRED H ELVSAAS                      | FORCENERGY INC        | 1/28/2000     | ANCHORAGE             | REDoubt SHoal                 | 975 662                |
| 00571-SD0003        | FRED H ELVSAAS                      | FORCENERGY INC        | 11/13/1988    | ANCHORAGE             | REDoubt SHoal                 | 3364 205               |

FOC 000467

Exhibit A-4 Other Land

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EXHIBIT D  
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**WELL SUMMARY - McARTHUR RIVER FIELD****Exhibit B-1 Platforms & Wells**

Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Oil Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

| Dolly Varden Platform |            |           |         | Grayling Platform |           |         |            | King Salmon Platform |         |            |           |
|-----------------------|------------|-----------|---------|-------------------|-----------|---------|------------|----------------------|---------|------------|-----------|
| Well                  | Type       | Status    | Well    | Type              | Status    | Well    | Type       | Status               | Well    | Type       | Status    |
| D-1                   | Oil        | Producing | G-1     | Oil               | Producing | K-1RD2  | Oil        | Producing            | K-1RD2  | Oil        | Producing |
| D-2ARD                | Oil        | Producing | G-2     | Oil               | Producing | K-2RD   | Water Inj. | Injecting            | K-2RD   | Oil        | Producing |
| D-3RD2                | Oil        | Producing | G-3RD2  | Oil               | Shut-in   | K-3RD   | Oil        | Producing            | K-3RD   | Oil        | Producing |
| D-4RD                 | Oil        | Producing | G-4RD   | Oil               | Producing | K-4RD   | Water Inj. | Injecting            | K-4RD   | Water Inj. | Injecting |
| D-5RD                 | Oil        | Producing | G-5     | Water Inj.        | Shut-in   | K-5RD   | Oil        | Producing            | K-5RD   | Oil        | Shut-in   |
| D-6RD                 | Oil        | Shut-in   | G-6RD   | Oil               | Producing | K-6RD   | Oil        | Producing            | K-6RD   | Oil        | Shut-in   |
| D-7RD2                | Oil        | Shut-in   | G-7     | Oil               | Producing | K-7     | Water Inj. | Shut-in              | K-7     | Water Inj. | Shut-in   |
| D-8RD                 | Oil        | Producing | G-8     | Oil               | Shut-in   | K-8     | Oil        | Producing            | K-8     | Oil        | Shut-in   |
| D-9RD                 | Water Inj. | Injecting | G-9     | Water Inj.        | Shut-in   | K-9     | Water Inj. | Injecting            | K-9     | Water Inj. | Injecting |
| D-11                  | Oil        | Producing | G-10    | Oil               | Shut-in   | K-10RD  | Oil        | Producing            | K-10RD  | Oil        | Producing |
| D-12RD                | Oil        | Producing | G-11    | Water Inj.        | Injecting | K-11    | Water Inj. | Injecting            | K-11    | Water Inj. | Injecting |
| D-14RD                | Water Inj. | Injecting | G-12RD3 | Oil               | Producing | K-12RD  | Oil        | Producing            | K-12RD  | Oil        | Producing |
| D-15RD2               | Water Inj. | Injecting | G-13    | Oil               | Producing | K-13RD2 | Oil        | Producing            | K-13RD2 | Oil        | Producing |
| D-16RD                | Water Inj. | Shut-in   | G-14    | Water Inj.        | Injecting | K-14    | Water Inj. | Injecting            | K-14    | Water Inj. | Injecting |
| D-17RD                | Oil        | Producing | G-15    | Oil               | Producing | K-15    | Water Inj. | Injecting            | K-15    | Water Inj. | Injecting |
| D-18                  | Gas        | Shut-in   | G-16    | Water Inj.        | Shut-in   | K-16    | Water Inj. | Shut-in              | K-16    | Water Inj. | Shut-in   |
| D-20                  | Oil        | Shut-in   | G-17RD  | Oil               | Producing | K-17RD  | Oil        | Producing            | K-17RD  | Oil        | Producing |
| D-22                  | Water Inj. | Shut-in   | G-19    | Water Inj.        | Shut-in   | K-19    | Oil        | Producing            | K-19    | Oil        | Producing |
| D-24A                 | Water Inj. | Injecting | G-20    | Oil               | Producing | K-20    | Oil        | Producing            | K-20    | Oil        | Producing |
| D-25RD                | Oil        | Producing | G-21RD  | Oil               | Producing | K-21    | Oil        | Producing            | K-21    | Oil        | Producing |
| D-26RD                | Oil        | Producing | G-22    | Water Inj.        | Injecting | K-22    | Water Inj. | Injecting            | K-22    | Water Inj. | Injecting |
| D-27                  | Oil        | Shut-in   | G-23    | Water Inj.        | Injecting | K-23    | Oil        | Producing            | K-23    | Oil        | Producing |
| D-28                  | Oil        | Shut-in   | G-24    | Oil               | Producing | K-24    | Oil        | Producing            | K-24    | Oil        | Producing |
| D-29RD                | Water Inj. | Injecting | G-25    | Oil               | Producing | K-25    | Oil        | Producing            | K-25    | Oil        | Producing |
| D-30RD2               | Oil        | Shut-in   | G-27    | Water Inj.        | Injecting | K-26RD  | Oil        | Producing            | K-26RD  | Oil        | Producing |
| D-31RD                | Oil        | Producing | G-28RD  | Oil               | Producing | K-28    | Oil        | Producing            | K-28    | Oil        | Producing |
| D-32                  | Oil        | Shut-in   | G-29RD  | Water Inj.        | Injecting | K-29    | Oil        | Producing            | K-29    | Oil        | Producing |
| D-34A                 | Water Inj. | Injecting | G-30    | Oil               | Shut-in   | M-25    | Oil        | Producing            | M-25    | Oil        | Producing |
| D-40RD                | Oil        | Shut-in   | G-31    | Oil               | Producing | M-27    | Water Inj. | Injecting            | M-27    | Water Inj. | Injecting |
| D-41                  | Water Inj. | Injecting | G-32    | Oil               | Producing | M-28    | Oil        | Producing            | M-28    | Oil        | Producing |
| D-42                  | Oil        | Shut-in   | G-33    | Oil               | Producing | M-29    | Oil        | Producing            | M-29    | Oil        | Producing |
| D-43RD                | Oil        | Producing | G-34    | Oil               | Shut-in   | M-30    | Water Inj. | Injecting            | M-30    | Water Inj. | Injecting |
| D-45                  | Water Inj. | Injecting | G-36    | Water Inj.        | Shut-in   | M-31    | Oil        | Producing            | M-31    | Oil        | Producing |
| D-46                  | Oil        | Producing | G-40    | Water Inj.        | Injecting | M-32RD  | Oil        | Producing            | M-32RD  | Oil        | Producing |
| D-47                  | Oil        | Producing |         |                   |           |         |            |                      |         |            |           |
| D-48                  | Oil        | Producing |         |                   |           |         |            |                      |         |            |           |

## Exhibit B-1 Platforms &amp; Wells

Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Oil Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

WELL SUMMARY - TRADING BAY FIELDWELL SUMMARY - NORTH TRADING BAY FIELD

## Monopod Platform

| Well    | Type       | Status    |
|---------|------------|-----------|
| A-1RD   | Oil        | Producing |
| A-2     | Oil        | Producing |
| A-3     | Oil        | Producing |
| A-4     | Oil        | Shut-in   |
| A-6     | Oil        | Producing |
| A-7     | Oil        | Producing |
| A-8     | Water Inj. | Injecting |
| A-9RD   | Oil        | Producing |
| A-10    | Oil        | Shut-in   |
| A-11    | Oil        | Producing |
| A-13    | Oil        | Shut-in   |
| A-14    | Oil        | Producing |
| A-15RD2 | Oil        | Producing |
| A-16RD  | Oil        | Producing |
| A-17RD  | Oil        | Producing |
| A-18    | Oil        | Shut-in   |
| A-19    | Water Inj. | Shut-in   |
| A-20RD  | Oil        | Shut-in   |
| A-21    | Oil        | Producing |
| A-22    | Oil        | Producing |
| A-23    | Oil        | Shut-in   |
| A-24RD  | Oil        | Producing |
| A-25    | Water Inj. | Injecting |
| A-27RD1 | Oil        | Producing |
| A-28RD  | Oil        | Producing |
| A-29    | Water Inj. | Injecting |
| A-30    | Oil        | Shut-in   |
| A-32    | Oil        | Producing |

| Spurr Platform |      |        |
|----------------|------|--------|
| Well           | Type | Status |
|                | None |        |

FOC 000469

EXHIBIT  
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Exhibit B-1 Platforms & Wells

Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Oil Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

WELL SUMMARY - REDDOUBT SHOAL FIELDOsprey Platform

| Well   | Type       | Status    |
|--------|------------|-----------|
| RU-1   | Oil        | Producing |
| RU-2   | Oil        | Shut-in   |
| RU-3ST | Gas        | Shut-in   |
| RU-4   | Dry        | P&A       |
| RU-5   | Oil        | Producing |
| RU-6   | Water Inj. | Injecting |
| RU-7   | Oil        | Producing |

WELL SUMMARY - WEST FORELAND

| Well | Type | Status    |
|------|------|-----------|
| 1    | Gas  | Producing |
| 2    | Gas  | Producing |

WELL SUMMARY - WEST McCARTHER RIVER FIELDWell

| Well | Type        | Status    |
|------|-------------|-----------|
| 1A   | Oil         | Shut-in   |
| 2A   | Oil         | Shut-in   |
| 3ST  | Oil         | P&A       |
| 4D   | Water Disp. | Injecting |
| 5    | Oil         | Producing |
| 6    | Oil         | Producing |
| 7A   | Oil         | Shut-in   |

WELL SUMMARY - KUSTATAN

| Well | Type | Status    |
|------|------|-----------|
| 1    | Gas  | Producing |

WELL SUMMARY - THREE MILE CREEK

| Well | Type | Status    |
|------|------|-----------|
| 1    | Gas  | Producing |
| 2    | Gas  | Producing |

## Exhibit B-2 Rolling Equipment

Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Oil Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

| E#  | Item  | Equipment Name             | Model#            | Serial#           |
|-----|---|----------------------------|-------------------|-------------------|
| A19 | 1 Motor grader                                | Caterpillar 14G            | 96U05980          | 96UJ705           |
| A11 | 2 Motor grader                                | Caterpillar 14G            | 04X08385          | 04X08385          |
| A12 | 3 Crawler                                     | Caterpillar D-6            | 7ME00676          | 7ME00676          |
| A22 | 4 Crawler                                     | Caterpillar D-7H LGP       | 76J2806           | 76J2806           |
| A13 | 5 Bucket Loader                               | Caterpillar 966C           | 1SL01399          | 1SL01399          |
| A24 | 6 Bucket Loader                               | Caterpillar 966F           | 514414261         | 514414261         |
| A14 | 7 Skid steer Loader                           | Bobcat 863                 | 521313258         | 521313258         |
| A26 | 8 Skid steer Loader                           | Bobcat S250                | N/A               | N/A               |
| A27 | 31 Snow blower                                | Boss                       | 00-06-7399        | 00-06-7399        |
| A29 | 40 Sander                                     | 2 ½ yd                     | 300046524         | 300046524         |
| A30 | 42 Diesel man lift                            | JLG 450AJ                  | 200067736         | 200067736         |
| A31 | 43 Electric scissor lift                      | JLG 2646E2                 | N/A               | N/A               |
| A32 | 46 #1 Portable housing unit                   | 2 bedroom + office         | N/A               | N/A               |
| A33 | 47 #2Portable housing unit                    | 2 bedroom + office         | N/A               | N/A               |
| A34 | 48 Atco portable tools storage                | tools storage              | N/A               | N/A               |
| A35 | 34 replacement Excavator                      | Hitachi EX150              | 1333489           | 1333489           |
| A36 | 15 #1 Kawasaki Mule 4X4                       | KAF950A3 2510 Diesel       | JK1AFDA152B508080 | JK1AFDA152B508080 |
| A37 | 16 #2 Kawasaki Mule 4X4                       | KAF950A3 2510 Diesel       | JK1AFDA182B508073 | JK1AFDA182B508073 |
| A38 | 17 #3 Kawasaki Mule 4X4                       | KAF950A3 2510 Diesel       | JK1AFDA112B508075 | JK1AFDA112B508075 |
| A39 | 18 #4 Kawasaki Mule 4X4                       | KAF950A3 2510 Diesel       | JK1AFDA172B508081 | JK1AFDA172B508081 |
| A40 | 19 Honda ATV                                  | Rubicon                    | 47BT260314029254  | 47BT260314029254  |
| A09 | 20 Honda ATV                                  | Fourtrax                   | 47BT2243X4004503  | 47BT2243X4004503  |
| A10 | 21 Snow machine                               | Skidoo Scandic 1999        | 1430-00047        | 1430-00047        |
| A43 | 29 Light plant #1                             | Mag005 Night buster 4000   | 10474             | 10474             |
| A44 | 30 Light plant #2                             | Mag007 Night buster        | 10476             | 10476             |
| A58 | 32 Frost Fighter                              | Totem diesel 500,000 BTU   | 1120046           | 1120046           |
| A59 | 33 Frost Fighter trailer                      | Totem diesel 1,000,000 BTU | GJ513785          | GJ513785          |
| A60 | 35 Generator                                  | Deutz                      | 7878610           | 7878610           |
| A61 | 37 Air Compressor                             | IR 185                     | 4FVCABA41U319265  | 4FVCABA41U319265  |
| A45 | 41 Heater                                     | Tioga                      | 88111246          | 88111246          |
| A46 | 44 Spill Trailer with spill & equipment in it | Spill Response Van         | 53126             | 53126             |
| A47 | 36 Generator                                  | Caterpillar XQ350          | E46-JVN89         | E46-JVN89         |
| A48 | 39 Spill response boat '16                    | Honda Jet Lowe Boat        | OMCL0928J001      | OMCL0928J001      |

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## Exhibit B-2 Rolling Equipment

Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Oil Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

| E#    | item | Equipment Name                              | Model#                                 | Serial#           |
|-------|------|---|--|-------------------|
| A49   |      | 45 Equipment trailer                        | 15 Ton                                 | N/A               |
| A17   |      | 9 #1 Crew cab Flatbed Truck for Sander Pull | Ford F550 2000                         | 1FDAW57F31EB36746 |
| A2    |      | 22 1991 Diesel SUV                          | Suburban 4 door Chevrolet              | 1GNGV2661BLF15996 |
| A52   |      | 24 International Fuel truck 1988            | S1954                                  | 1HTLDZ5N7JH584462 |
| A53   |      | 25 International Vac Truck                  | 4070B                                  | 103322228         |
| A8    |      | 26 Mack Truck 1982                          | End Dump                               | DML821SX 001023   |
| A7    |      | 27 Mack Vac Truck 1981                      | Vac truck                              | DMM6866S1353      |
| A3    |      | 28 Gas Crew cab (Pink lady)                 | Ford F350 1993                         | 2FTJW36H8PLB01629 |
| b2503 |      | 10 #2 Crew cab Pickup                       | Ford F350 2002                         | 1FTSW31F72EB31928 |
| b2504 |      | 11 #3 Crew cab Pickup                       | Ford F350 2002                         | 3FTSW31FX2MA14709 |
| b2505 |      | 12 #4 Crew cab Pickup                       | Ford F350 2002                         | 1FTSW31F02EB30720 |
| b2506 |      | 13 #5 Crew cab Pickup                       | Ford F350 2002                         | 1FTSW31F32EA97115 |
| A18   |      | 14 Extended Cab Pickup                      | Ford F250 1997                         | 1FTHX26F6VEC56000 |
| A57   |      | 23 Welding truck                            | Ford F350 With Lincoln portable welder | 2FTJW36MOKCB56405 |
| A1    |      | 1989 Ford F-350                             | 2FTJW36MVKCB08278                      |                   |
| A4    |      | 1989 Ford F-350                             | 1FTSW31F6X3A68053                      |                   |
| A5    |      | 1974 Chevrolet                              | CHM9341169628                          |                   |
| A6    |      | 1974 International                          | 25947DGA18253                          |                   |
| A16   |      | 1975 J D<br>RTT656S                         | 002859T<br>39142                       |                   |

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Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Oil Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

## Exhibit C Contracts

| Contract ID      | Contract Date | Contract Type | Parties  | Prospect name                   |
|------------------|---------------|---------------|--|---------------------------------|
| 00571-CO-EA-0005 | 12/11/1988    | EA            | UNOCAL & FORCENERGY INC.   | REDOUBT SHOAL                   |
| 00571-CO-OA-0001 | 9/9/1997      | OA            | UNOCAL & FORCENERGY INC.   | REDOUBT SHOAL                   |
| 00571-CO-PA-0011 | 8/20/2004     | PA            | ALASKA DEPARTMENT OF NATURAL RESOURCES   | REDOUBT SHOAL                   |
| 00571-CO-PS-0006 | 5/24/2001     | PS            | FORCENERGY INC., DANCO EXPLORATION & DANIEL DONKEL                             | REDOUBT SHOAL                   |
| 00571-CO-PS-0007 | 7/5/2000      | PS            | FORCENERGY INC., DANCO EXPLORATION & DANIEL DONKEL                             | REDOUBT SHOAL                   |
| 00571-CO-PS-0012 | 10/21/1988    | PS            | FORCENERGY & FRED ELVSAAS  | REDOUBT SHOAL                   |
| 00571-CO-PS-0013 | 10/12/1989    | PS            | FORCENERGY & FRED ELVSAAS  | REDOUBT SHOAL                   |
| 00571-CO-UA-0002 | 8/15/1987     | UA            | UNOCAL & FORCENERGY INC.   | REDOUBT SHOAL                   |
| 00571-CO-VA-0003 | 7/1/1988      | SE            | UNOCAL & FORCENERGY INC.   | REDOUBT SHOAL                   |
| 00571-CO-VA-0004 | 4/1/1987      | SE            | TRICON & FORCENERGY, INC.  | REDOUBT SHOAL                   |
| 00571-CO-VA-0008 | 2/1/2001      | VA            | FOREST OIL CORPORATION & STATE OF ALASKA                                       | REDOUBT SHOAL                   |
| 00571-CO-VA-0010 | 1/1/2000      | VA            | COOK INLET REGION INC. & FOREST OIL CORP                                       | REDOUBT SHOAL                   |
| 00573-CO-OA-0001 | 6/12/1986     | OA            | UNOCAL & MARATHON OIL CO   | TRADING BAY                     |
| 00573-CO-OA-0006 | 2/27/1987     | OA            | UNOCAL, MARATHON OIL CO., ARCO, ETAL   | TRADING BAY                     |
| 00573-CO-UA-0002 | 2/6/1987      | UA            | UNOCAL & MARATHON  | TRADING BAY                     |
| 00573-CO-UA-0007 | 6/25/2003     | UA            | UNOCAL & FOREST OIL CORPORATION  | TRADING BAY                     |
| 00573-CO-VA-0003 | 12/30/1986    | VA            | MARATHON AND FORCENERGY  | TRADING BAY                     |
| 00573-CO-VA-0004 | 4/15/1988     | SE            | UNOCAL & FORCENERGY INC.   | TRADING BAY                     |
| 00573-CO-VA-0008 | 11/25/2002    | VA            | UNOCAL & FOREST OIL CORPORATION  | TRADING BAY                     |
| 00573-CO-VA-0009 | 4/1/1987      | PS            | TRADING BAY ENERGY CORP  | TRADING BAY                     |
| 00573-CO-VA-0010 | 10/31/1986    | VA            | TRADING BAY ENERGY CORP & AURORA GAS INC                                       | TRADING BAY                     |
| 00574-CO-VA-0001 | 12/7/2000     | VA            | FORCENERGY INC. & FOREST OIL CORPORATION                                       | MCARTHUR RIVER                  |
| 00575-CO-VA-0001 | 1/1/1987      | VA            | FORCENERGY (SUCCESSOR) & STEWART PETROLEUM COMPANY                             | WEST MCARTHUR RIVER             |
| 00575-CO-VA-0002 | 1/19/1989     | VA            | FORCENERGY INC & STATE OF ALASKA   | WEST MCARTHUR RIVER             |
| 00575-CO-VA-0003 | 1/1/1987      | VA            | FORCENERGY (SUCCESSOR) & STEWART PETROLEUM COMPANY                             | WEST MCARTHUR RIVER             |
| 00575-CO-VA-0004 | 1/1/1987      | VA            | FORCENERGY (SUCCESSOR) & STEWART PETROLEUM COMPANY                             | WEST MCARTHUR RIVER             |
| 00575-CO-VA-0005 | 6/1/1987      | VA            | FORCENERGY (SUCCESSOR) & STEWART PETROLEUM COMPANY                             | WEST MCARTHUR RIVER             |
| 00575-CO-VA-0006 | 1/1/1987      | VA            | FORCENERGY (SUCCESSOR) & STEWART PETROLEUM COMPANY                             | WEST MCARTHUR RIVER             |
| 00580-CO-VA-0001 | 2/29/1988     | VA            | FOREST OIL CORPORATION & UNION OIL COMPANY                                     | ASTOSCH                         |
| 00584-CO-FO-0006 | 11/23/1966    | FO            | MIDCOAST ENERGY RESOURCES & STEWART PETROLEUM COMPANY                          | COSMOPOLITAN (CAPE STARICHIKOV) |
| 00584-CO-FO-0012 | 2/1/2003      | FO            | DEVON PRODUCTION COMPANY & FOREST OIL CORPORATION                              | COSMOPOLITAN (CAPE STARICHIKOV) |
| 00584-CO-LA-0004 | 8/22/1987     | LA            | ANADARKO PETROLEUM & FORCENERGY INC.   | COSMOPOLITAN (CAPE STARICHIKOV) |
| 00584-CO-OA-0001 | 1/1/2001      | OA            | PHILLIPS ALASKA INC. & FOREST OIL CORPORATION                                  | COSMOPOLITAN (CAPE STARICHIKOV) |
| 00584-CO-UA-0003 | 1/1/2001      | UA            | PHILLIPS ALASKA INC. & FOREST OIL CORPORATION                                  | COSMOPOLITAN (CAPE STARICHIKOV) |
| 00584-CO-UA-0005 | 8/10/2001     | UA            | PHILLIPS ALASKA INC., FOREST OIL CORPORATION & DEVON ENERGY PRODUCTION COMPANY | COSMOPOLITAN (CAPE STARICHIKOV) |
| 00584-CO-UA-0007 | 1/1/2001      | UA            | PHILLIPS ALASKA INC. & FOREST OIL CORPORATION                                  | COSMOPOLITAN (CAPE STARICHIKOV) |
| 00584-CO-VA-0002 | 5/10/2001     | SE            | PHILLIPS ALASKA INC., FOREST OIL CORPORATION & DEVON ENERGY PRODUCTION COMPANY | COSMOPOLITAN (CAPE STARICHIKOV) |
| 00584-CO-VA-0008 | 1/1/2002      | VA            | PHILLIPS ALASKA INC., FOREST OIL CORPORATION & DEVON ENERGY PRODUCTION COMPANY | COSMOPOLITAN (CAPE STARICHIKOV) |
| 00584-CO-VA-0009 | V/A           |               |  | COSMOPOLITAN (CAPE STARICHIKOV) |

Attached to and made a part of that certain Assignment and Bill of Sale dated Effective November 1, 2006 by and between Forest Oil Corporation, as Assignor, and Forest Alaska Holding LLC, as Assignee

| Contract ID  | Contract Date                                   | Contract Type        | Parties   | Prospect name  |
|--|---|----------------------|---|--|
| 00584-CO-VA-0011   | 10/1/2001                                       | VA                   | PHILLIPS ALAKSA INC., FOREST OIL CORPORATION & DEVON ENERGY PRODUCTION COMPANY  | COSMOPOLITAN (CAPE STARICHIKOV)                                  |
| 00586-CO-OA-0001<br>00586-CO-VA-0002   | 12/10/1997<br>10/16/1997                        | OA<br>VA             | UNOCAL & FORCENERGY INC.<br>FORCENERGY INC. & ALASKA OILFIELD CONTRACTORS   | OLSEN CREEK<br>OLSEN CREEK                                       |
| 00591-CO-OA-0001<br>00591-CO-VA-0002<br>00591-CO-VA-0003<br>00591-CO-VA-0004 | 8/1/1991<br>8/16/1991<br>8/16/1991<br>9/10/1992 | UA<br>VA<br>VA<br>VA | UNOCAL & FORCENERGY INC.<br>MARATHON OIL COMPANY & UNOCAL<br>MARATHON OIL COMPANY & UNOCAL<br>MARATHON OIL COMPANY & UNOCAL   | KUSTATAN<br>KUSTATAN<br>KUSTATAN<br>KUSTATAN                     |
| 00603-CO-PS-0001<br>00603-CO-VA-0002<br>00603-CO-VA-0003<br>00603-CO-VA-0004 | 9/1/1998<br>4/1/2001<br>1/1/1990<br>8/27/1999   | PS<br>VA<br>VA<br>VA | PHILLIPS PETROLEUM AND FORCENERGY<br>CIRI, BLM, STATE OF ALASKA AND FOREST OIL CORP<br>SALAMATO OF NATIVE ASSN, CIRI, & STEWART PETROLEUM<br>SALAMATO OF NATIVE ASSOCIATION | WEST FORELAND<br>WEST FORELAND<br>WEST FORELAND<br>WEST FORELAND |
|  | 12/31/1998                                      | PS                   | UNION OIL COMPANY OF CALIFORNIA & FORCENERGY, INC.  | SPUR PLATFORM  |

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